

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

	x
In re:	:
	Chapter 11
	:
CIRCUIT CITY STORES, INC., <u>et al.</u> ,	:
	Case No. 08-35653 (KRH)
	:
Debtors.	:
	Jointly Administered
	:
	:
	:
	x

**SUMMARY OF SEVENTH INTERIM FEE APPLICATION OF DJM REALTY
SERVICES, LLC FOR ALLOWANCE AND PAYMENT OF COMPENSATION FOR
SERVICES RENDERED
(MAY 1, 2010 – THROUGH JULY 31, 2010)**

Name of applicant:	<u>DJM Realty Services, LLC</u>
Authorized to provide professional services to:	<u>Circuit City Stores, Inc., et al.</u>
Date of retention:	<u>11/19/08</u>
Period for which compensation and reimbursement are sought:	<u>5/1/10 – 7/31/10</u>
Amount of compensation sought as actual, reasonable, and necessary:	<u>\$1,625.00</u>
This is: <u>X</u> an Interim Application	<u> </u> a Final Application

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

**SEVENTH INTERIM FEE APPLICATION OF DJM REALTY SERVICES, LLC FOR
ALLOWANCE AND PAYMENT OF COMPENSATION FOR SERVICES RENDERED**

DJM Realty Services, LLC ("DJM") real estate consultant and advisor for Circuit City Stores, Inc., et al. (collectively the "Debtors" or the "Company"), files this seventh interim fee application for allowance and payment of compensation for services rendered (the "Application") from May 1, 2010 through July 31, 2010 (the "Seventh Interim Period"). In support of this Application, DJM respectfully represents the following:

BACKGROUND

1. On November 10, 2008 (the “Commencement Date”), the Debtors commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

2. On December 12, 2008, the Debtors filed their Application For an Order Pursuant to 11 U.S.C. Sections 105 (a), 327(a), 328 and1107 and Bankruptcy Rule 2014(a) Authorizing the

Employment and Retention of DJM Realty Services, LLC, as Real Estate Consultant and Advisor to the Debtors effective November 19, 2008 (the "Employment Application") [Docket No.963]. A copy of the Employment Application is attached to this Application as Exhibit A.

3. The Employment Application was supported as to DJM by the Declaration of Andrew B. Graiser, a copy of which is included as part of Exhibit A.

4. On January 9, 2009 the Court entered its order (the "Employment Order") [Docket No.1436] authorizing the Debtors to retain DJM. A copy of the Employment Order is attached to this Application as Exhibit B. The Real Estate Consulting and Advisory Services Agreement and the four amendments thereto (collectively the "Agreement") executed by the Company and DJM are attached hereto as part of Exhibit A and as Exhibit A-1 respectively. The Agreement includes provisions for DJM to work on property dispositions. As set forth in Section 3(b) of the Agreement, DJM is entitled to receive fees for Owned Property dispositions in the amount of 3.25% of gross proceeds.

COMPENSATION REQUESTED

5. By this Application DJM requests that this Court authorize and order allowance of compensation for services rendered by DJM on behalf of the Debtors in the amount of \$1,625.00, representing fees earned. The fee amount has been paid to DJM.

6. All services performed by DJM were incurred or performed for and on behalf of the Debtors and not for or on behalf of any other individual or entity. These expenses were incurred and services were rendered in discharge of DJM's responsibilities as real estate consultant and advisor for the Debtors. DJM's services have been substantial, necessary and of significant benefit to the Debtors and their estates.

7. No agreement or understanding exists between DJM and any other entity for the sharing of compensation to be received for services rendered in connection with this case.

SUMMARY OF SERVICES RENDERED AND FEES

8. Since the entry of the Employment Order, DJM worked closely with the Debtors and their advisors to maximize the return for estate creditors and has acted at all times in the best interests of creditors and other parties in interest in this case. As set forth below, in the Seventh Interim Period DJM's efforts have resulted in gross proceeds from a real estate transaction in the total amount of \$50,000.00.

9. DJM marketed the Debtors' Owned Property in Florence, South Carolina for sale. As a result of such efforts during the Seventh Interim Period, the Debtors realized gross proceeds in the amount of \$50,000.00 from the sale of the Florence site. As set forth in Section 3 (b) of the Agreement, DJM's fee for such a sale is 3.25% of gross proceeds which fee equals \$1,625.00. DJM invoiced the Debtors for such amount, copies of which invoice is attached to this Application as Exhibit C. The Debtors paid that amount to DJM.

WHEREFORE, DJM requests that the Court approve DJM's fee in the total amount of \$1,625.00 related to the sale of the Owned Property as listed in Paragraph 9 above, and (ii) grant DJM such other and further relief as the Court deems just and proper.

DJM REALTY SERVICES, LLC



By: _____

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Dated: September 2, 2010

Dated: September 14, 2010 SKADDEN, ARPS, SLATE, MEAGHER &
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Counsel for Debtors and Debtors in
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EXHIBIT A

EMPLOYMENT APPLICATION

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
: Jointly Administered
Debtors. :
- - - - - x

DEBTORS' APPLICATION FOR ORDER UNDER BANKRUPTCY
CODE SECTIONS 105(a), 327(a), 328 AND 1107
AND BANKRUPTCY RULE 2014(a), AUTHORIZING THE
EMPLOYMENT AND RETENTION OF DJM REALTY SERVICES, LLC
AS REAL ESTATE CONSULTANT AND ADVISOR TO THE
DEBTORS EFFECTIVE AS OF NOVEMBER 19, 2008

The debtors and debtors in possession in the
above-captioned cases (collectively, the "Debtors"),¹

¹ The Debtors are the following entities: The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City
(cont'd)

seek entry of an order, under sections 105(a), 327(a), 328 and 1107 of title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Eastern District of Virginia (the "Local Rules"), authorizing the employment and retention of DJM Realty Services, LLC ("DJM") as real estate consultant and advisor for the Debtors effective as of November 19, 2008. In support of the Application, the Debtors rely upon the Affidavit of Andrew B. Graiser, sworn to on December 12, 2008 (the "Graiser Affidavit"), a copy of which is attached hereto as Exhibit A. In further support of this Application, the Debtors respectfully represent as follows:

(cont'd from previous page)

Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a), 327(a), 328 and 1107, as supplemented by Bankruptcy Rule 2014 and Local Rule 2014-1.

BACKGROUND

3. On November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

4. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. On November 12, 2008, the Office of the United States Trustee for the Eastern District of Virginia (the "United States Trustee") appointed a statutory committee of unsecured creditors. To date, no

trustee or examiner has been appointed in these chapter 11 cases.

6. Based in Richmond, Virginia, Debtors are a leading specialty retailer of consumer electronics and operate large nationwide electronics stores throughout the United States and Puerto Rico that sell, among other things, televisions, home theatre systems, computers, camcorders, furniture, software, imaging and telecommunications products, and other audio and video electronics.

7. Despite significant revenues, the Debtors have suffered two consecutive years of losses. While the Debtors made every effort to improve their financial performance and implement a global turnaround strategy, they were ultimately unable to consummate a successful restructuring outside of bankruptcy. In large part, the Debtors' chapter 11 filings were due to an erosion of vendor confidence, decreased liquidity and the global economic crisis.

8. Thus, the Debtors commenced these cases with the immediate goals of obtaining adequate postpetition financing and continuing their

restructuring initiatives commenced prior to the Petition Date, including closing 154 stores. In addition, the Debtors will continue to evaluate their business, work closely with their vendors, and enhance customer relations with a goal of emerging from chapter 11 as a financially stable going concern.

RELIEF REQUESTED

9. By this Application, the Debtors seek entry of an order, under Bankruptcy Code sections 105(a), 327(a), 328 and 1107 authorizing the employment and retention of DJM as their real estate consultant and advisor in these chapter 11 cases, effective as of November 19, 2008.

BASIS FOR RELIEF

10. Prior to the Petition Date, the Debtors were parties to over 700 leases and subleases of non-residential real property (collectively, the "Leases"). The Debtors require qualified real estate consulting and advisory services to assist them in developing and implementing an action plan with respect to real estate properties leased by the Debtors.

11. In addition, on December 5, 2008, the Court approved the Debtors' Motion For Orders Under 11 U.S.C. §§ 105, 363, And 365 (I) Approving Bidding And Auction Procedures For Sale Of Unexpired Nonresidential Real Property Leases For Closing Stores, (II) Setting Sale Hearing Date, And (III) Authorizing And Approving (A) Sale Of Certain Nonresidential Real Property Leases Free And Clear Of Liens, Claims, And Encumbrances, (B) Assumption And Assignment Of Certain Unexpired Nonresidential Real Property Leases, And (C) Lease Rejection Procedures (Docket No. 413) (the "Lease Sale Procedures Motion"). Pursuant to the Lease Sale Procedures Motion, the Debtors intend to market approximately 154 Leases for premises at which the Debtors commenced store closing sales prior to the Petition Date. DJM has already begun assisting the Debtors with this marketing process, and bids on these 154 Leases are due on or before December 15, 2008. DJM's assistance in marketing these Leases in this brief period of time is accordingly necessary to ensure that maximum value is obtained from these Leases, without

incurring administrative expenses for additional months while an extended marketing process is conducted.

DJM'S QUALIFICATIONS

12. DJM is a real estate solutions firm whose professionals have been providing corporate real estate services for nearly 15 years. The services of DJM encompass, but are not limited to, real estate lease extrication and rent reduction solutions through the use of procedural and economic leverage, direct relationships with other potential users of excess/underperforming locations, and valuation analysis.

13. The Debtors believe that DJM is well qualified to provide such services, expertise, consultation and assistance. As set forth in the Graiser Affidavit, DJM has assisted and advised numerous chapter 11 debtors in connection with their restructuring efforts. E.g., In re PTI Holding Corporation (London Fog), Case No. 06-50140 (GWZ) (Bankr. D. NV 2006); In re Winn-Dixie Stores, Inc., Case No. 05-03817 (JAF) (Bankr. M.D. Fla. 2005); In re MTS, Incorporated (Tower Records), Inc. Case No. 04-

10394, (PJW) (Bankr. D. Del. 2004); In re Avado Brands, Case No. 04-31555-SAF-11 (Bankr. N.D. Tex. 2004); In re Kmart Corporation, Case No. 02-B02474 (Bankr. N.D. IL. 2002).

SCOPE OF SERVICES

14. The Debtors desire to retain DJM pursuant to that certain Real Estate Consulting and Advisory Services Agreement (the "Retention Agreement"), by and between the Debtors and DJM Realty Services, LLC, a true and correct copy of which is attached to the Graiser Affidavit as Exhibit B. As more fully set forth in the Retention Agreement, during the term of retention, DJM shall provide the following consulting and advisors services with respect to the Debtors' leases (the "Consulting and Advisory Services"):²

- (a) Meeting with the Debtors to ascertain their goals, objectives and financial parameters;
- (b) Negotiating the modification of certain of the Leases, as directed by the

² The following descriptions of certain terms of the Retention Agreement are intended to provide an overview for parties in interest. All parties are directed to the Retention Agreement for the controlling terms of such agreement. To the extent that the descriptions set forth in the Application differ from the terms of the Retention Agreement, the terms of the Retention Agreement control.

Debtors, to obtain rent reductions or other advantageous modifications;

- (c) Negotiating the sale of Owned Properties, and the termination, assignment, sublease or other disposition of certain of the Leases, as directed by the Debtors, including preparing and implementing a marketing plan therefore and assisting the Debtors at an auction of the Leases, if needed;
- (d) Negotiating waivers or reductions of prepetition cure amounts and Bankruptcy Code section 502(b)(6) claims with respect to Leases;
- (e) Negotiating, as requested by the Debtors, extensions of time to assume or reject Leases;
- (f) Providing, as requested by the Debtors, desk-top valuations of certain of the Leases;
- (g) Assisting the Debtors in the documentation of proposed transactions; and
- (h) Reporting periodically to the Debtors regarding the status of negotiations.

DJM'S DISINTERESTEDNESS

15. Except as set forth in the Graiser Affidavit, to the best of the Debtors' knowledge, DJM and its professionals (a) do not have any connection with the Debtors, their creditors, or any other party in interest, or their respective attorneys or accountants,

(b) are "disinterested persons" under Bankruptcy Code section 101(14), and as required under Bankruptcy Code section 327(a), and (c) do not hold or represent an interest adverse to the estate.

PROFESSIONAL COMPENSATION

16. The Debtors have agreed to pay DJM fees ("Fees"), as outlined below and more thoroughly described in the Retention Agreement and payable at the times set forth in the Retention Agreement:

- (a) **Lease Modifications - Monetary Terms:** As to each modification of the monetary terms of a Lease that is later assumed by the Debtor, including but not limited to rent reductions, elimination of percentage rent payments, reductions in terms and reductions or limitations of extra charges, DJM fee shall be a percent of Total Occupancy Cost Savings, as calculated in section 3(a)(i) of the Retention Agreement.
- (b) **Lease Modifications - Non-Monetary Terms:** As to each modification of the non-monetary terms of a Lease, including by not limited to the Debtors' unilateral right to early termination of a Lease and the elimination of continuous operating provisions, DJM shall earn an amount equal \$0.25 per square foot of "rentable area" for the applicable Lease premise.
- (c) **Lease Modifications - Additional Compensation:** If any Lease renegotiation results in the payment of consideration

to the Debtors for execution the Lease modification, then such additional consideration shall be included in the calculation of Total Occupancy Cost Savings for purposes of calculating DJM's Fee under subsection (a) above.

- (d) **Dispositions:** As to each assignment, sublease, or other transfer of a Lease (including lease termination transactions with landlords, the sale of so-called "Designation Rights" but specifically excluding sales to purchasers of substantially all the equity or assets of the Debtors in which DJM was directly responsible for the consummation of any such sale), DJM shall earn a fee in the amount equal to three and three quarters (3.75%) percent of the Gross Proceeds of such disposition. As to each sale of Owned Property, DJM shall earn a fee in an amount equal to three and one-quarter percent (3.25%) of Gross Proceeds of such sale.
- (e) **Reduction in Bankruptcy Claims:** As to each Lease assumed and assigned by the Debtors, DJM shall earn a fee in the amount equal to three and three quarters (3.75%) percent of the amount paid to any landlord to cure defaults existing at the time of the assumption, where such cure amount is reduced below the cure amount that the Debtors reasonably acknowledge is owing. As to each Lease rejected by the Debtor, DJM shall earn a fee in the amount equal to three and three quarters (3.75%) percent of the amount any landlord agrees to reduce or waive the claim it could reasonably assert under § 502(b)(6) or otherwise.

- (f) **Extensions of Time to Assume/Reject Leases:** If the Debtor requests that DJM negotiate with landlords to obtain extensions of time to assume/reject Leases beyond 210 days from the petition date of the Debtor's Bankruptcy Case, then DJM shall be paid for such work at the rate of \$350 per hour.
- (g) **Valuations:** For each Lease for which the Debtor requests a desk-top leasehold valuation, DJM shall earn and be paid a fee of \$400. Up to one half of that fee may be offset by the Debtor against any additional fees owned to DJM hereunder for the applicable Lease. DJM will keep time records for such services as may be required by the Court administering the Bankruptcy Case.
- (h) **Additional Fees:** DJM will be compensated for additional consulting services rendered at the Debtors' specific request and that are not otherwise provided for in the Retention Agreement, at the rate of \$350 per hour. DJM will keep time records for such services as may be required by the Court.
- (i) **Timing of Payment of Fees:** DJM's fees provided for in subsections (a), (b) and (c) above are earned and payable on the earlier to occur of the date that (i) any Court order approving the modified Lease terms shall be final and non-appealable, (ii) the date the Debtors begin to receive the benefits of the renegotiation pursuant to a Lease modification or (iii) the date the Debtor's plan of reorganization or liquidation filed with the Court or the conclusion of the Debtor's Bankruptcy proceeding shall be final and effective.. DJM's fees

provided for in subsection (d) above are earned and payable to DJM upon the closing of any transaction. DJM's fees provided for in subsection (e) above shall be payable on the earlier to occur of the date that (x) the Debtors' plan of reorganization or liquidation filed with the Court or other conclusion of the Debtor's Bankruptcy proceeding shall be final and effective or (y) a Court order approving the assumption and assignment of the applicable Lease is final and non-appealable. DJM's fees provided for in subsection (f) above shall be payable upon the delivery to Debtor of a landlord-executed extension of time to assume/reject a Lease. DJM's fees provided for in subsection (g) above shall be payable upon the delivery of each valuation to the Debtor.

17. The Debtors understand that DJM intends to apply to the Court for allowances of compensation and reimbursement of expenses for real estate consulting services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and guidelines established by the United States Trustee. Because DJM will be compensated on a monthly basis with certain fees, DJM should not be required to maintain or provide detailed time records in connection with any of its applications unless such applications contain hourly

fees for additional consulting services as set forth in the Retention Agreement.

18. Such applications for fees and expenses will be paid by the Debtors, pursuant to the terms of the Retention Agreement, subject to approval by the Court.

NOTICE

19. Notice of this Application has been provided to those parties entitled to notice under this Court's Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 136). The Debtors submit that, under the circumstances, no other or further notice need be given.

WAIVER OF MEMORANDUM OF LAW

20. Pursuant to Local Bankruptcy Rule 9013-1(G), and because there are no novel issues of law presented in the Application and all applicable authority is set forth in the Application, the Debtors request that the requirement that all applications be accompanied by a separate memorandum of law be waived.

NO PRIOR REQUEST

21. No previous request for the relief sought herein has been made to this Court or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form annexed hereto, granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: Richmond, Virginia
December 12, 2008

Circuit City Stores, Inc.

/s/ Michelle Mosier
Michelle Mosier
Vice President and Controller

Dated: December 12, 2008 SKADDEN, ARPS, SLATE, MEAGHER &

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Counsel for Debtors and Debtors
in Possession

EXHIBIT A
Graiser Affidavit

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

IN RE:	§	Chapter 11
CIRCUIT CITY STORES, INC., et al.	§	CASE NO. 08-35653 (KRH)
	§	Jointly Administered
DEBTORS	§	

**AFFIDAVIT OF ANDREW B. GRAISER IN SUPPORT OF
APPLICATION TO APPROVE THE EMPLOYMENT AND RETENTION OF
DJM ASSET MANAGEMENT, LLC
AS REAL ESTATE CONSULTANTS FOR THE DEBTORS**

STATE OF NEW YORK)
)
COUNTY OF SUFFOLK)

BEFORE ME, the undersigned authority, personally appeared Andrew B. Graiser, who, upon being duly sworn, deposed and stated as follows:

1. Background. My name is Andrew B. Graiser. I am over the age of twenty-one (21) years, am competent to make this Affidavit, and have personal knowledge of the facts as stated in this Affidavit.
2. I am Co-President and Chief Executive Officer of DJM Asset Management, LLC (“DJM”), a real estate consulting firm that maintains offices at 445 Broadhollow Road, Suite 225, Melville, New York 11747, and I make this affidavit on behalf of DJM (the “Affidavit”). I submit this Affidavit in support of the application (the “Application”) of Circuit City Stores, Inc. and certain of its affiliated entities (collectively “Circuit” or the “Debtors”) for an order pursuant to Section 327(a) of the Bankruptcy Code authorizing the employment and retention of DJM as real estate consultant to the Debtors. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

3. DJM is a real estate consulting firm with significant experience in the representation of debtors concerning the disposition of leases and the mitigation of bankruptcy claims. DJM has been retained in the past as real estate consultant to Winn-Dixie, Kmart, Heilig Meyers, The Sharper Image, Linens 'N Things and Goody's Family Clothing, among others. DJM is well qualified to act as real estate consultants to the Debtors in this bankruptcy case.

4. Connections. To the best of my knowledge and belief, neither I, DJM, nor any principal, consultant or employee thereof, has any connection with the Debtors, their creditors, other parties-in-interest, their respective attorneys, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee (as identified to us by the Debtor), except as disclosed or otherwise described herein, including:

- a. More than two years prior to the filing of the petition in this case, DJM performed certain real estate consulting services for the Debtors. Such work is completed, DJM received full payment for the work it completed and DJM is not a creditor of the Debtors.
- b. An affiliate of DJM, Gordon Brothers Retail Partners, LLC ("GBRP"), is currently engaged (as part of a joint venture) as the Debtors' agent to conduct store closing sales at 154 Circuit store locations. Pursuant to the store closing sales, GBRP (together with its joint venture partner Hilco Merchant resources, LLC) will sell the inventory and furniture, fixtures and equipment at those 154 store locations as set forth in the agency agreement (as amended) between the Company and the GBRP and Hilco merchant Resources joint venture. GBRP may consider future transactions opportunities relating to Circuit, including engagements similar to the current engagement or as an inventory and/or fixtures disposition consultant for the Debtors.
- c. An affiliate of DJM, GB Asset Advisors, LLC ("GBAA"), was engaged in September 2008 by the agent to Circuit's pre-petition senior loan facility to provide certain inventory appraisal services relating to Circuit. Such work is completed and GBAA is not a creditor of the Debtors. Furthermore, GBAA has been asked by the agent for Circuit's debtor-in-possession loan facility to continue performing from time to time inventory appraisal services relating to Circuit, and GBAA may also consider other future transactions opportunities relating to Circuit.
- d. An affiliate of DJM's parent company, Gordon Brothers Group, LLC, owns CompUSA, Inc. ("CompUSA"). Affiliates of CompUSA previously assigned their tenant's interest in five CompUSA leases to Circuit. CompUSA is no longer operating any retail business.
- e. DJM and certain affiliates of DJM have entered into joint venture agreements with affiliates of Kimco, one of Circuit's landlords, in connection with investments in real estate. None of such arrangements are, in the aggregate, material to the business of DJM or its affiliates.
- f. In a matter unrelated to Circuit, an affiliate of DJM is part of a joint venture with an affiliate of New Plan Excel Realty Trust, Inc., an affiliate of Centro, one of Circuit's landlords, to provide real estate disposition services to a third party. That matter is not material to the business of DJM or its affiliate.

5. To the best of my knowledge and belief, except as may be set forth above, DJM, its principals, consultants, and employees:

- a. Are not creditors, equity security holders, or insiders of the Debtors; and
- b. Are not and were not, within two (2) years before the date of the filing of the Debtors' Chapter 11 petition, a director, officer, or employee of the Debtors.

6. As a part of its diverse practice, DJM appears in numerous cases, proceedings and transactions involving attorneys, accountants, investment bankers and financial consultants, some of which may represent claimants and parties-in-interest in these Chapter 11 cases. Further, DJM has in the past, and may in the future, be represented by various attorneys and law firms in the legal community, some of whom may be involved in these proceedings. In addition, DJM has in the past and will likely in the future be working with or against other professionals involved in these cases in matters unrelated to these cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors herein in matters upon which DJM is to be employed.

7. DJM may have in the past represented, may currently represent, and likely in the future will represent, in matters wholly unrelated to the Debtors' cases, numerous entities that are listed on Exhibit "A" attached to this Affidavit. DJM has not represented, does not represent, and will not represent any such entity's interest in this bankruptcy case. DJM does not represent any such entity in connection with this bankruptcy case nor does it believe that any relationship it may have with any of the entities listed on Exhibit "A" attached hereto will interfere with or impair DJM's representation of the Debtors in these cases. DJM will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in this bankruptcy case, provided, however, that such services do not relate to, or have any direct connection with, this bankruptcy case.

8. I have reviewed the list of parties-in-interest that is attached as Exhibit A to this Affidavit (collectively, the "Parties-in-Interest").

9. As expected, while the results of these searches revealed no conflict of interest with regard to DJM's anticipated retention as real estate consultant for the Debtors, connections to several Parties-in-Interest were revealed. Those connections are specifically outlined in Section 4 above.

10. Insofar as other connections with Parties-in-Interest are concerned, it is possible that one or more associates or staff members of DJM may have personal or social connections with certain Parties-in-Interest. However, DJM submits that individual affiliations with Parties-in-Interest will not in any way affect the services that DJM proposes to provide to the Debtors.

11. DJM submits that the connections described above do not create a conflict in its retention as real estate consultant to the Debtors.

12. The disclosures identified above are based upon all information reasonably available to DJM at the time of submission of the Application to the Bankruptcy Court for approval. DJM will, to the extent necessary, supplement this Affidavit as may be required by the Bankruptcy Code and Rules if and when any other relationships exist or are modified such that further disclosure is required. DJM will implement appropriate internal procedures to protect the interests of the Debtors in connection with the representations and relationships set forth above.

13. Compensation. DJM and the Debtors have entered into an engagement agreement dated as of November 19, 2008 (the "Agreement"), a copy of which is attached hereto as Exhibit B, which Agreement will govern the relationship between DJM and the Debtors. DJM will provide such real estate consulting services as are set forth in the Agreement for the compensation described therein.

14. No promises have been received by DJM, nor any associate or employee thereof, as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. Except as set forth in this affidavit, DJM has no agreement with any other entity to share with such entity any compensation received by DJM in connection with these Chapter 11 cases.

[Signature page follows.]

WHEREFORE, affiant respectfully prays for the entry of the order submitted with the Application and for such other and further relief as may be just and proper.

DJM Asset Management, LLC

Andrew B. Graiser, Co-President
445 Broad Hollow Road, Suite 225
Melville, New York 11747

Sworn to before me this day
of December 2008

Notary Public
My Commission Expires:

EXHIBIT A

Parties-in-Interest

The Debtors

Abbott Advertising Agency, Inc.
CC Aviation, LLC
CC Distribution Company of Virginia, Inc.
Circuit City Properties, LLC
Circuit City Purchasing Company, LLC
Circuit City Stores, Inc.
Circuit City Stores PR, LLC
Circuit City Stores West Coast, Inc.
Courcheval, LLC
InterTAN, Inc.
Kinzer Technology, LLC
Mayland MN, LLC
Orbyx Electronics, LLC
Patapsco Designs, Inc.
Prahs, Inc.
Sky Venture Corporation
Ventoux International, Inc.
XS Stuff, LLC

Non-Debtor Affiliates

Asian Sourcing & Procurement Services Co. Ltd.
Circuit City Global Sourcing Ltd
Early Adopter Fund, LLC
InterTAN Canada, Ltd
InterTAN France SNC
InterTAN Ontario Ltd.
PlumChoice, Inc.
Sixth Street Marketplace, LP
St. Tammany Oaks Subdivision Association LLC
Theater Xtreme Entertainment Group, Inc.

Directors and Officers

Baldyga, Lisa
Barretta, Henry P.
Besanko, Bruce H.
Bossin, Alan
Bradley, Brian S.
Breitenbecher, Kelly E.
Brill, Ronald M.
Byrd, Carolyn H.
Cuthbertson, Ron
Daoust, Ean
Dunn, Philip J.
Fairbairn, Ursula O.
Feigin, Barbara S.
Foss, Michael E.
Grove, Jacqueline
Hardymon, James F.
Harlow, John T.
Hedgeboth, Reginald D.
Heidemann, Lyle G.
Jonas, Eric A., Jr.
Kane, Alan
Kelly, John J.
King, Alan B.
Kornstein, Don R.
Ma, Jeric
Marcum, James A.
McDonald, Jeffrey A.
Mosier, Michelle
Mulleady, John
Oakey, John A., III
Owen, Linda M.
Pappas, Steven P.
Ramsey, Daniel W.
Mith, Marlies A.
Salovaara, Mikael
Schoonover, Philip J.
Spainhour, J. Patrick
Spurling, Richard D.
Stone, Jeffrey S.
Swidler, Gerald L.
Turner, Ronald L.
Wahle, Elliot

Wong, Mark J.
Woo, Carolyn Y.

Businesses Affiliated with Directors and Officers

AFC Enterprises
Air Products and Chemicals Inc.
Aon Corporation
Bally Total Fitness Holding Corporation
Centex Corporation
Home Depot International
Iconix Brand Group Inc.
Lexmark International Inc.
Nisource Inc.
Pan American Life Insurance
Stride Rite Sourcing International
Sunoco Inc.
Textron Lycoming Corporation
The Brink's Company
The Servicemaster Company
True Value Company
Varsity Brands Inc.
VF Corporation
Wabco Holdings

Significant Shareholders

J. Richard Atwood
Classic Fund Management Aktiengesellschaft
First Pacific Advisors LLC
HBK Investments LP
HBK Management LLC
HBK Master Fund
HBK Master Fund LP
HBK Partners II LP
HBK Services LLC
Robert L Rodriguez
Mark J Wattles

Prepetition and Postpetition Secured Lenders

Ableco Finance LLC
Bank of America, N.A.
Burdale Finance Ltd.
Capital One Leverage Finance Corporation
Crystal Capital
Fifth Third Bank
General Electric Capital Corporation
GMAC Commercial Finance LLC
JPMorgan Chase Bank, N.A.
National City Business Credit, Inc.
PNC Bank, N.A.
SunTrust Bank
Textron Financial Corporation
UBS Loan Finance LLC
UPS Capital Corporation
Wachovia Capital Finance Corporation
Webster Financial Corporation
Wells Fargo Retail Finance, LLC

Merchandise Creditors

Alliance Entertainment
Apple
Audiovox
Belkin Logistics Inc.
Buena Vista Home Video
Columbia Tristar Home Video
Dlink Systems
Eastman Kodak Company
Electronic Arts
Epson America Inc.
Fox Home Entertainment
Fuji Photo Film USA
Garmin International Inc.
Hewlett-Packard
Hisense USA Corporation

Kingston Technologies
Klipsch Audio Technologies, LLC
Lenovo, Inc.
Lexmark International Inc.
Linksys
Logitech Inc.
Microsoft Corporation
Microsoft Xbox
Mitsubishi Digital Electronics
Monster Cable Products
Nikon Inc.
Olympus Corporation
Omnimount Systems Inc.
Oncorp US, Inc.
Onkyo USA Corporation
Panasonic North America
Paramount Home Video
Pioneer Electronics (USA) Inc.
Samsung Electronics America Inc.
Samsung Opto Electronics Inc.
Sandisk Corporation
Sharp Electronics Corporation
Sony Computer Entertainment
Sony Electronics Inc.
Stillwater Designs Inc.
THQ Inc.
Tomtom Inc.
Toshiba America Consumer Products
Toshiba Computer Systems Division
Universal Distribution Records
Vizio
Warner Home Video
Western Digital Technologies
Zenith Electronics Corporation

Vendors and Major Contract Parties
Alpha Security Products
American Systems Corporation
Andrews Electronics Inc.
Bailiwick Data Systems Inc.
CDW Direct LLC
Clay Inc, Bruce
Clickit Inc.
Cormark Inc.
Corporate Express
Corporate Facilities Group
Cosco
DC Power Solutions
Eastern Security Corporation
Eelects Logistics
Ereplacements LLC
Fire Materials Group LLC
Gorilla Nation Media
Graphic Communications
Illinois Wholesale Cash Register
Innerworkings LLC
J&F Mfg Inc
JLG Industries Inc.
Nextag
NFL Enterprises LLC
North American Roofing Systems Inc.
Northern Wire Productions
Orbis Corporation
Pricegrabber.Com LLC
PTR Compactor & Baler Company
Quebecor World KRI
Retail Maintenance Services LLC
Samsung Electronics America Inc.
Shopping.Com Inc.
Shopzilla Inc.
Sony
Specificmedia Inc.
Standard Electric
Streater Inc.
Swift Train Company

Trane
Tremor Media
Universal Fixtures & Display
US Signs
USIS Commercial Services Inc.
Vance Baldwin
Vanguard Products Group Inc.
Vector Security
Virginia Electronic Components
Wayne Dalton Corporation
Weather Channel Interactive, The

Fifty Largest Unsecured Creditors

Advertising.com
Alliance Entertainment
Apex Digital Inc
Audiovox
Belkin Logistics Inc.
Bethesda Softworks
Buena Vista Home Video
Columbia Tristar Home Video
Dlink Systems
Eastman Kodak Company
Fox Home Entertainment
Fuji Photo Film USA
Garmin International Inc.
Graphic Communications
Hewlett-Packard
Hisense USA Corporation
IBM
IBM Strategic Outsourcing Wire
Incomm
Kensington Computer Products Group
Kingston Technologies
Klipsch Audio Technologies LLC
Lenovo, Inc.
Lexar Media Inc.
Lexmark International Inc.
Linksys
Microsoft Corp Consignment
Microsoft Xbox Consignment
Mitac USA Inc.
Mitsubishi Digital Electronics
Monster Cable Products
Navarre Consignment
Navarre Corporation
Nikon Inc.
Olympus Corporation
Omnimount Systems Inc.
Oncorp US, Inc.
Onkyo USA Corporation
Panasonic North America
Paramount Home Video
Pioneer Electronics (USA) Inc.
Samsung Electronics America
Sandisk Corporation
Sharp Electronics Corporation
Simpletech
Sony Computer Entertainment
Sony Electronics Inc.
Stillwater Designs Inc.
THQ Inc. (ValuSoft)
Toshiba America Business Solutions Inc.
Toshiba America Consumer Products
Toshiba Computer Systems Division
Vizio
Vtech Communications Inc.
Vtech Electronics
Warner Home Video
Zenith Electronics Corporation

Consignors

foneGear
Intuit Inc.
Memorex Products, Inc.

Navarre Corporation
Panasonic Consumer Electronics Company
Pinnacle Systems, Inc. (Avid Tech Inc.)
THQ Inc. (ValuSoft)

Credit Card Companies and/or Processors
American Express
Chase Bank, USA
Discover Card
IPS Card Solutions, Inc.
MasterCard
ValueLink
Visa Inc.

Insurers
American Empire Excess & Surplus Lines
American Home Assurance Company
Arch Insurance Group
Axis Reinsurance Company
Axis Surplus Insurance Company
Chubb
CNA Global Specialty Lines
Continental Casualty Company
Essex Insurance Company
Executive Risk Indemnity Inc.
Federal Insurance Company
Fireman's Fund Insurance Company
Glacier Re
Global Aerospace, Inc.
Global Excess Partners
Great American Assurance Company
Great American Insurance Company
Industrial Risk Insurers
Integon Specialty Insurance Company
Lancashire Insurance Company (UK) Ltd
Landmark American Insurance Company
Lexington Insurance Company
Liberty Mutual Fire Insurance Company
Lloyds of London
National Liability & Fire Insurance Company
National Union Fire Insurance Company
Ohio Casualty Insurance Company
Old Republic Risk Management Inc.
Princeton Excess & Surplus Lines Insurance Co.
RSUI Indemnity Company
St. Paul Mercury Insurance Company
State National Insurance Company
Westchester Surplus Lines Insurance Company
XL Specialty Insurance Company
Zurich American Insurance Company

Third Party Administrators
Aetna Life Insurance Company
Alliance Entertainment Corporation
American Express Travel Related Services Company
American Express Trust Company
Aon Inc.
Assurant Inc.
Avista Advantage, Inc.
Beecher Carlson Insurance Services
Computerized Waste Systems
CTS!
E-Count
Empire Blue Cross Blue Shield
Hewitt Associates LLC
IBM
Jardine Lloyd Thompson Canada
Kaiser Permanente
Marsh USA, Inc.
Medco Health Solutions
Mercer Insurance Group
Mid-Atlantic Vision Service Plan, Inc.
Navigator Consulting, Inc
Specialty Risk Services
Tangoe, Inc.

Triple-S Management Corporation
Vision Service Plan
Wachovia Bank, N.A.

Utility Providers
Accent Energy
American Electric Power Company
American Water Company
Alabama Gas Corporation
Alabama Power
Alameda County Water District
Albermarle County Service Authority
Albuquerque Bernalillo County Water
Alderwood Water District
Allegheny Power
Alliant Energy/WP&L
Alltel
Altoona City Authority
Ameren CIPS
Ameren UE
Ameren CILCO
Ameren IP
American Water & Energy Savers
American Water Service, Inc.
Anne Arundel County Water and Wastewater
Anniston Water Works, AL
Arizona Public Service
Aqua New Jersey
Aquarion Water Company of CT
Aquila, Inc.
Arch Wireless
Arkansas Oklahoma Gas Corporation
Arkansas Western Gas Company
Artesian Water Company, Inc.
Ashwaubenon Water & Sewer Utility
AT&T
AT&T (Ameritech)
AT&T (Bellsouth)
AT&T (Pacific Bell)
AT&T (SNET)
AT&T (Southwestern Bell)
AT&T Mobility
Athens Clarke County, GA
Athens-Clarke County Stormwater Utility
Atlantic City Electric
Atmos Energy
Augusta Utilities Department
Aurora Water
Austell Natural Gas System
Autoridad de Acueductos y Alcantarillado
Autoridad de Energia Electrica
Avaya
Avista Utilities
Bangor Gas, ME
Bangor Hydro Electric Company
Bangor Water District
Bay State Gas
Bell South
Bellevue City Treasurer, WA
Belmont County Sanitary Sewer District, OH
Bexar County WCID
Baltimore Gas & Electric
Board of Public Utilities-Cheyenne, WY
Board of Water Supply/HI
Board of Water Works of Pueblo, CO
Borough of Chambersburg, PA
Braintree Electric Light Department
Braintree Water & Sewer Dept
Brazoria County MUD #6
Brick Township Municipal Utilities
Brighthouse Networks
Brownsville Public Utilities Board
Brunswick-Glynn County, GA
Bucks County Water & Sewer Authority
California Water Service-Bakersfield

Canton Township Water Dept, MI	City of Cuyahoga Falls, OH
Cape Fear Public Utility Authority	City of Dallas, TX
Cascade Natural Gas	City of Daly City, CA
Center Township Water & Sewer Authority	City of Danbury, CT
CenterPoint Energy Services Inc.	City of Daphne, AL
Central Georgia EMC	City of Daytona Beach, FL
Central Hudson Gas & Electric Company	City of Dearborn, MI
Central Maine Power	City of Decatur, IL
CenturyTel	City of Denton, TX
Charleston Water System	City of Dover, DE
Charlotte County Utilities	City of Durham, NC
Charter Communications	City of East Point, GA
Charter Township of Bloomfield, MI	City of Escondido, CA
Charter Township of Meridian, MI	City of Falls Church, VA
Chattanooga Gas Company	City of Fayetteville, AR
Chesapeake Utilities	City of Florence, SC
Chesterfield County Utilities Department	City of Folsom, CA
Cheyenne Light, Fuel & Power	City of Fort Lauderdale, FL
Cincinnati Bell	City of Fort Myers, FL/340
Citizens Gas & Coke Utility	City of Fort Smith, AR
Citrus Heights Water District	City of Fredericksburg, VA
City and County of Denver, CO	City of Fresno, CA
City of Abilene, TX	City of Frisco, TX
City of Alcoa Utilities, TN	City of Fullerton, CA
City of Alexandria, LA	City of Garland Utility Services
City of Altamonte Springs, FL	City of Gastonia, NC
City of Amarillo, TX	City of Glendale, CA - Water & Power
City of Ammon, ID	City of Goodyear, AZ
City of Ann Arbor Treasurer, MI	City of Grand Rapids, MI
City of Ardmore, OK	City of Grandville, MI
City of Arlington, TX	City of Groveland, FL
City of Asheville, NC	City of Groveland, FL
City of Atlanta, GA-Dept of Watershed Mg	City of Gulfport, MS
City of Austin, TX	City of Harrisonburg, VA
City of Avondale, AZ	City of Hattiesburg, MS
City of Baltimore, MD	City of Hialeah, FL-Dept of Water & Sewer
City of Batavia, IL	City of Hickory, NC
City of Beaumont, TX	City of High Point, NC
City of Berwyn, IL	City of Houston, TX - Water/Wastewater
City of Bethlehem, PA	City of Humble, TX
City of Bloomington, IL	City of Huntington Beach, CA
City of Bloomington, MN	City of Hurst, TX
City of Boca Raton, FL	City of Independence, MO
City of Boulder, CO	City of Jacksonville, NC
City of Boynton Beach, FL/Utilities Dept	City of Joliet, IL
City of Brea, CA	City of Keene, NH
City of Bridgeport, WV	City of Keizer, OR
City of Brighton, MI	City of Killeen, TX
City of Brockton, MA	City of Kingsport, TN
City of Brookfield, WI	City of La Habra, CA
City of Buford, GA	City of Lafayette, IN
City of Burbank, CA	City of Lake Charles, LA
City of Burnsville, MN	City of Lake Worth, TX
City of Calumet City, IL	City of Lakewood, CA
City of Cape Coral, FL	City of Lakewood, CO
City of Carmel, IN	City of Laredo, TX
City of Cedar Hill, TX	City of League City, TX
City of Cedar Park, TX	City of Leominster, MA
City of Chandler, AZ	City of Lewisville, TX
City of Charlottesville, VA	City of Livermore, CA
City of Chicago, IL Dept. of Water	City of Long Beach, CA
City of Clearwater, FL	City of Longview, TX
City of Cocoa, FL	City of Lufkin, TX
City of Colonial Heights, VA	City of Lynnwood, WA
City of Columbia, MO	City of Madison Heights, MI
City of Columbia, SC	City of Mansfield, TX
City of Columbus, OH	City of Manteca, CA
City of Concord, NC	City of Maple Grove, MN
City of Concord, NH	City of Marion, IL
City of Coon Rapids, MN	City of Martinsville, VA
City of Coral Springs, FL	City of McHenry, IL
City of Corpus Christi, TX-Utility Busing	City of McKinney, TX
City of Countryside, IL	City of Melbourne, FL
City of Covina, CA	City of Merced
City of Crystal Lake, IL	City of Meriden Tax Collector, CT

City of Mesa, AZ	City of Sunnyvale, CA
City of Mesquite, TX	City of Tallahassee, FL - Util Dept
City of Midland, TX	City of Tampa, FL
City of Midwest City, OK	City of Taunton, MA
City of Millville, NJ	City of Taylor, MI
City of Minnetonka, MN	City of Temple, TX
City of Modesto, CA	City of Thornton, CO
City of Monrovia, CA	City of Toledo, OH
City of Montebello, CA	City of Torrance, CA
City of Morgan Hill, CA	City of Troy, MI
City of Muskegon, MI	City of Tucson, AZ
City of Myrtle Beach, SC	City of Tukwila, WA
City of Naperville, IL	City of Tulsa, OK
City of Niles, OH	City of Turlock, CA
City of Norman, OK	City of Tuscaloosa, AL
City of North Canton, OH	City of Tyler, TX
City of Norton Shores, MI	City of Vero Beach, FL
City of Norwalk, CA	City of Victorville, CA
City of Novi, MI	City of Vienna, WV
City of OFallon, IL	City of Virginia Beach, VA
City of Oklahoma City, OK	City of Waco, TX
City of Olympia, WA	City of Warner Robins, GA
City of Orange, CA	City of Webster, TX
City of Orem, UT	City of West Jordan, UT
City of Oxnard, CA	City of West Palm Beach/Utilities
City of Pasadena, CA	City of Westland, MI - Dept. 180701
City of Pasadena, TX	City of Wichita Falls, TX
City of Pembroke Pines, FL	City of Wichita Water Department, KS
City of Pensacola, FL	City of Wilmington, DE
City of Peoria, AZ	City of Wilmington, NC
City of Phoenix, AZ	City of Winston-Salem, NC
City of Pittsburg, CA	City of Woodbury, MN
City of Plano, TX	City of Yuma, AZ
City of Plantation, FL	City Utilities (Fort Wayne, IN)
City of Pontiac, MI	City Utilities of Springfield, MO
City of Port Arthur, TX	City Water & Light
City of Port Richey, FL	City Water Light & Power, Springfield IL
City of Portage, MI	Clackamas River Water
City of Portland, OR	Clarksville Department of Electricity
City of Portsmouth, NH	Clarksville Gas & Water Department
City of Raleigh, NC	Clearwater Enterprises, L.L.C.
City of Rancho Cucamonga, CA	Cleco Power LLC
City of Redding, CA	Cleveland Utilities
City of Richland, WA	Coachella Valley Water District
City of Richmond, VA	Cobb County Water System
City of Rochester Hills, MI	College Station Utilities - TX
City of Rockford, IL	Colorado Springs Utilities
City of Rockwall, TX	Columbia Gas of Kentucky
City of Roseville, CA	Columbia Gas of Maryland
City of Roseville, CA	Columbia Power & Water Systems
City of Roseville, MI	Columbus City Utilities
City of Round Rock, TX	Columbus Water Works
City of Salisbury, NC	Com Ed
City of San Bernardino, CA - Water	Comcast
City of San Diego, CA	Compton Municipal Water Dept
City of San Luis Obispo, CA	Con Edison
City of Santa Barbara, CA	Con Edison Solutions
City of Santa Maria, CA	Connecticut Light & Power
City of Santa Monica, CA	Connecticut Natural Gas Corporation
City of Santa Rosa, CA-Water & Sewer	Connecticut Water Company
City of Savannah, GA	Connexus Energy
City of Sebring, FL	Consolidated Communications
City of Selma, TX	Consolidated Mutual Water
City of Sherman, TX	Consolidated Waterworks District #1
City of Shreveport, LA-D O W A S	Consumers Energy
City of Signal Hill, CA	Contra Costa Water District
City of Slidell, LA	County of Henrico, VA
City of Somerville, MA	Cox Communications
City of Southaven, MS	CPS Energy
City of Southlake, TX	Cucamonga Valley Water District
City of St. Cloud, MN	Dakota Electric Association
City of St. Peters, MO	Davidson Telecom LLC
City of Steubenville, OH	Dayton Power & Light
City of Sugar Land, TX	Delmarva Power DE/MD/VA
City of Summerville, Armuchee	Delta Charter Township, MI

Denver Water
Deptford Township MUA, NJ
Direct Energy
Division of Water, City of Cleveland OH
Dixie Electric Cooperative
Dominion East Ohio
Dothan Utilities
Douglasville-Douglas County GA
DTE Energy
Dublin San Ramon Services District
Duke Energy
Dupage County Public Works
Duquesne Light Company
East Bay Municipal Utility District
East Brunswick Water Utility
Eastern Municipal Water District
Easton Suburban Water Authority
Easylink Services Corporation
El Paso Electric Company
El Paso Water Utilities
El Toro Water District
Electric City Utilities/City of Anderson
Electric Power Board-Chattanooga
Elizabethtown Gas
Elmira Water Board NY
Elyria Public Utilities
Embarq Communications
Emerald Coast Utilities Authority
Entergy Arkansas, Inc.
Entergy Gulf States LA, LLC
Equitable Gas Company
Erie County Water Authority
Evansville, IN Waterworks Dept
Everett Utilities
Fairfax Water - VA
Fairfield Municipal Utilities
Fairpoint Communications
Fewtek Inc.
First Utility District of Knox County
Flint EMC, GA
Flint Township-Board of Public Works
Florence Water & Sewer Commission
Florida City Gas
Florida Power & Light Company
Florida Public Utilities Co, DeBary
Floyd County Water Department
Fontana Water Company
Fort Collins Utilities
Fort Worth Water Dept, TX
Frederick County Division of Utilities
Frontier
Fruitland Mutual Water Company
Gainesville Regional Utilities
Gas South
Geoff Patterson, Receiver of Taxes
Georgia Power
Golden State Water Company
Grand Chute Utilities
Grand Traverse County Dept of Pub Works
Granite Telecommunications
Greater Augusta Utility District, ME
Greater Cincinnati Water Works
Green Bay Water Utility
Green Mountain Power
Greene County - Department of Public Wor
Greenville Utilities Commission, NC
Greenville Water System, SC
GreyStone Power Corporation
Gulf Power
Gwinnett Co. Water Resources
Hamilton Township
Hampton Roads Utility Billing Services
Harker Heights Water Department, TX
Harpeth Valley Utilities District
Harrisonburg Electric Commission
Hawaiian Electric Company, Inc.
Hawaiian Telecom
Hayward Water System
Helix Water District
Hernando County Utilities, FL
Hicksville Water District
Highland Sewer & Water Authority
Highland Utilities Dept, IN
Highlands Ranch Metro Districts
Hillsborough County Water Resource Ser.
Holland Board of Public Works
Holland Charter Township, MI
Holyoke Gas & Electric Department
Holyoke Water Works, MA
Huntsville Utilities, AL
Idaho Power
Imperial Irrigation District, CA
Indian River County Utilities, FL
Indianapolis Power & Light
Indianapolis Water Company
Insight
Intercall
Intermountain Gas Company
Intermountain Rural Electric Association
Irvine Ranch Water District
Jackson Electric Membership Corp, GA
Jackson Energy Authority
Jackson Water Collection, MI
Jacksonville Electric Authority
Jefferson County AL, Sewer Service Fund
Jefferson Parish, LA
Jersey Central Power & Light
Johnson City Power Board
Johnson City Utility System
Kansas City Power & Light Company
Kansas Gas Service
KCMO Water Services Department
Keynote Red Alert
Kissimmee Utility Authority
Knoxville Utilities Board
Kentucky Utilities Company
Laclede Gas Company
Lafayette Utilities Systems
Lake Apopka Natural Gas District, FL
Lake County Dept of Public Works, IL
Lakehaven Utility District
Lakeland Electric/City of Lakeland, FL
Lansing Board of Water & Light
Lee County Electric Cooperative
Lincoln Electric System
Long Island American Water, NY
Long Island Power Authority
Los Angeles County Dept. of Public Works
Los Angeles Dept of Water & Power
Loudoun Water
Louisville Water Company
Lubbock Power Light & Water
Lycoming County Water & Sewer Authority
Macon Water Authority
Madison Gas and Electric - WI
Madison Suburban Utility District
Madison Water/Sewer/Storm Utilities, WI
Manchester Water Works
Marin Municipal Water District
Martin County Utilities
McAllen Public Utilities -TX
MC1
Manatee County Utilities Cust Serv
Medford Water Commission, OR
Memphis Light, Gas & Water Division
Merced Irrigation District
Merchantville - Pennsauken
Met-Ed
Metro
Metro Technology, Inc. (AL)

Metro Water Services TN	Pinellas County, FL-Utilities
Metropolitan St. Louis Sewer District	Plaza Mill Limited
Miami-Dade Water and Sewer Dept.	PNM Electric & Gas Services
MidAmerican Energy Company	Portland General Electric
Mid-Carolina Electric Cooperative	Portland Water District - ME
Middle Tennessee Electric Membership	PPL Utilities
Milwaukee Water Works	Prattville Water Works Board
Mishawaka Utilities	Progress Energy Carolinas, Inc
Mississippi Power	Providence Water
Missouri Gas Energy	Public Service Electric & Gas Company
Mobile Area Water & Sewer System	PSNC Energy (Public Service Company of NC)
Modesto Irrigation District	Public Service of New Hampshire
Monroe County Water Authority	Public Works Commission, City of Fayetteville
Monte Vista Water District	Puerto Rico Telephone
Montgomery Water Works	Puget Sound Energy
Mount Laurel Municipal Utilities	Prince William County Services
Mount Pleasant Waterworks, SC	Questar Gas
Mountaineer Gas	Qwest
Nashville Electric Service	Racine Water & Wastewater Utilities, WI
National Fuel	Rancho California Water District
National Grid	Regional Water Authority, CT
Nevada Power Company	Research In Motion
New Braunfels Utilities, TX	Rochester Gas & Electric
New England Gas Company	Ritter Communications
New England Water Utility Services, Inc.	Riverdale City Corporation
New Hampshire Gas Corporation	Riverside Public Utilities, CA
New Jersey Natural Gas Company	Roanoke Gas Company
New Mexico Utilities, Inc.	Rocky Mount Public Utilities
Newport News Waterworks	Sacramento County Utilities
Nextel Communications	Sacramento Municipal Utility District
Nicor Gas Transportation	Saddleback Communications
Nicor Gas	Saint Paul Regional Water Services
Northern Indiana Public Service Company	Salt Lake City Corporation
North Attleborough Electric	San Angelo Water Utilities
North Attleborough Public Works	San Antonio Water System
North Little Rock Electric	San Diego Gas & Electric
North Shore Gas	San Jose Water Company
North State Communications	Santa Buckley Energy
North Wales Water Authority	Santa Cruz Municipal Utilities
Northampton Borough Municipal Authority	Santa Margarita Water District-SMWD
Northern Utilities Natural Gas	Santee Cooper
Northern Virginia Electric Cooperative	Sarasota County Environmental Services
NSTAR/	Sawnee EMC
NW Natural	South Carolina Electric & Gas
NYC Water Board	Sebring Gas System Inc.
New York State Electric & Gas	Second Taxing District Water Department
O.C.W.S. Okaloosa County	Seimco Energy Gas Company
Ocala Electric Utility, FL	Sempra Energy Solutions
Oceanic Time Warner Cable	SFPUC-Water Department, CA
Onondaga County Water Authority	Shelby Township Dept of Public Works
Oklahoma Gas & Electric Service	Sierra Pacific Power Company-NV
Ohio Edison	Silverdale Water District # 16
Oklahoma Natural Gas Company	Simplenet
Olivenhain Municipal Water District	Skytel
Ontario Water Works	Southern Maryland Electric Cooperative
Orange and Rockland Utilities	Snapping Shoals EMC
Orange County Utilities	Snohomish County PUD
Orlando Utilities Commission	South Bend Water Works
Orwell Natural Gas Company	South Central Power CO, OH
Ozarks Electric Cooperative Corporation	South Jersey Gas Company
Pacific Gas & Electric	South Louisiana Electric Cooperative
Pacific Power-Rocky Mountain Power	Southern California Edison
Paducah Power System	Southern California Gas
Panama City Utilities Department , FL	Southwest Gas Corporation
Parker Water & Sanitation District	Southwestern VA Gas Company
Paulding County Water, GA	Spartanburg Water System
Pearl River Valley EPA	Spectrum Utilities Solutions
Peco Energy Company	Spokane County Utilities
Pedernales Electric Cooperative, Inc.	Spokane County Water Dist #3
Penelec	Spring Hill Water Works, TN
Pennichuck Water Works, Inc.	Springfield Utility Board
Peoples Gas	Springfield Water & Sewer Commission
PEPCO (Potomac Electric Power Company)	Sprint
Philadelphia Gas Works	Salt River Project
Piedmont Natural Gas-Nashville Gas	St. Lucie West Services District

Suburban East Salein Water District
Suburban Natural Gas
Suddenlink
Suez Energy Resources NA
Suffolk County Water Authority - NY
Summit Township Water Authority
Sumter Electric Cooperative, Inc., FL
Surewest
Sweetwater Authority
T Mobile
Tacoma Public Utilities
Taunton Municipal Lighting Plant
TDS Telecom
Tampa Electric Company
Terrebonne Parish Consolidated Govt.
Texas Gas Service
The Illuminating Company
The Metropolitan District CT
The Torrington Water Company
Thoroughbred Village
Toledo Edison
Tombigbee Electric Power Assoc-Tupelo
Town of Apex, NC
Town of Aurelius - Water & Sewer, NY
Town of Burlington, MA
Town of Cary, NC
Town of Collierville, TN
Town of Cortlandt, NY
Town of Danvers, MA-Electric Division
Town of Dartmouth, MA
Town of Foxborough, MA
Town of Gilbert, AZ
Town of Hanover, MA-Tax Collector
Town of Manchester, CT
Town of Natick, MA
Town of Plymouth, MA
Town of Queen Creek Water, AZ
Town of Salem, NH
Town of Schererville, IN
Town of Vestal, NY - Utility Fund
Town of Victor, NY
Town of Wallkill, NY
Township of Freehold, NJ
Township of Livingston, NJ
Township of Roxbury, NJ
Township of Wayne, NJ
TPS
Tri-County Electric Cooperative/TX
Trinsic Spectrum Business
Truckee Meadows Water Authority, NV
Trumbull County Water & Sewer Dept.
Trussville Utilities Board, AL
Tucows Com
Tucson Electric Power Company
Tupelo Water & Light Dept
Turlock Irrigation District
TXU Energy
Typlex Inc./TX
UGI Energy Services, Inc.
UGI Penn Natural Gas
United Illuminating Company
United Power
United Water Idaho
United Water New Jersey/Harrington Park
United Water Pennsylvania
Utilil Concord Electric Company
USA Mobility
UTE Water Conservancy District
Utilities Inc. of Louisiana
Utility Billing Services-AR
Utility Payment Processing, Baton Rouge
Valencia Water Company, CA
VCCDD Utility
Vectren Energy Delivery
Verizon (BA)

Verizon (GTE)
Verizon Online
Verizon Wireless
Vermont Gas Systems, Inc.
Village of Algonquin, IL
Village of Arlington Heights, IL
Village of Bedford Park, IL
Village of Bloomingdale, IL
Village of Downers Grove, IL
Village of Elmwood Park, IL
Village of Gurnee, IL
Village of Matteson, IL
Village of Niles, IL
Village of Norridge, IL
Village of Nyack Water Dept., NY
Village of Schaumburg, IL
Village of Wellington, FL
Virginia Natural Gas
Vista Irrigation District
Walnut Valley Water District
Walton EMC PO Box 1347/260
Warrington Township Water & Sewer Dept.
Washington Gas
Washington Suburban Sanitary Commission
Water Gas & Light Commission
Water Revenue Bureau, PA
WaterOne
Wisconsin Electric
Wisconsin Gas
West View Water Authority
Westar Energy/KPL
Western Allegheny County MUA
Western Massachusetts Electric
Westminster Finance - CO
Wilkinsburg-Penn Joint Water Authority
Williston Water Department
Willmut Gas Company
Windstream
Wisconsin Public Service Corporation
Withlacoochee River Electric Cooperative
Wright-Hennepin Coop Electric
Xcel Energy: Southwestern Public Service
Yankee Gas Services
Youngstown Water Dept., OH

Real Property Lessors

1030 W. North Avenue Bldg., LLC
120 Orchard LLC
1251 Fourth Street Investors, LLC
13630 Victory Boulevard LLC
1890 Ranch, Ltd
1965 Retail LLC
19th Street Investors, Inc.
36 Monmouth Plaza LLC
3725 Airport Boulevard, LP
380 Towne Crossing, LP
4 Newbury Danvers LLC
44 North Properties, LLC
444 Connecticut Avenue LLC
502-12 86th Street, LLC
5035 Associates, LP
601 Plaza, LLC
610 & San Felipe, Inc.
680 S. Lemon Avenue Company LLC
700 Jefferson Road II, LLC
ADD Holdings, LP
AAC Cross County Leasehold Owner, LLC
Abercorn Common, LLP
Abrams Willowbrook Three LP
Acadia Realty Limited Partnership
Accent Homes, Inc
ACPG Management, LLC
Advance Real Estate Management, LLC
Agree Limited Partnership
AIG Baker Deptford, LLC

AIG Baker Hoover, LLC
Alameda Associates
Alexander's Of Rego Park Center, Inc.
Alexandria Main Mall LLC
Alliance - Rocky Mount, LLC
Almaden Plaza Shopping Center, Inc.
Almeda-Rowlett Retail LP
Almonesson Associates, LP
Altamonte Springs Real Estate Associates, LLC
Amargosa Palmdale Investments, LLC
AMB Property, LP
Amcap Arborland LLC
Amcap Northpoint LLC
American National Bank & Trust Company Of Chicago
American National Insurance Company
Amherst Industries, Inc.
AMLI Land Development- I, LP
Ammon Properties LLC
AM REIT Texas Real Estate Investment Trust
AR Investments, LP
Arboretum of South Barrington LLC
Ardmore Development Authority
Argyle Forest Retail I, LLC
Arho LP
Arrowhead Net Lease, LP
Arundel Mills Marketplace LP
Atlantic Center Fort Greene Associates LP
Avenue Forsyth LLC
Avr Cpc Associates, LLC
Awe-Ocala, Ltd.
Bainbridge Shopping Center II LLC
Baker Natick Promenade LLC
Barberio, Janet
Bard, Ervin & Suzanne
Barnes and Powers North LLC
Basilic LLC
Basser - Kaufinan 222, LLC
Basser-Kaufinan Inc.
Battlefield Fe LP
BBD Rosedale, LLC
BC Portland Partners, Inc.
Bear Valley Road Partners LLC & M Lantz LLC
Beatson, William P. Jr.
Becker Investment Company
Becker Trust, LLC
Bedford Park Properties, LLC
Bel Air Square LLC
Bella Terra Associates LLC
Benderson Development Company
Benderson Properties Inc.
Benenson Columbus - OH Trust
Berkshire West
Berkshire-Amherst, LLC
Berkshire-Hyannis, LLC
BFLO-Waterford Associates, LLC
BFW/Pike Associates, LLC
BG Walker, LLC
BK Properties LP
Blank Aschkenasy Properties LLC
Building Retail 2007 LLC & Netarc LLC
BL-NTY I, LLC
Boise Towne Plaza LLC
Bond CC. V Delaware Business Trust
Bond CC II Delaware Business Trust
Bond CC III Delaware Business Trust
Bond CC IV Delaware Business Trust
Bond-Circuit II Delaware Business Trust
Bond-Circuit IV Delaware Business Trust
Bond-Circuit IX Delaware Business Trust
Bond-Circuit V Delaware Business Trust
Bond-Circuit VIII Delaware Business Trust
Bond-Circuit X Delaware Business Trust
Bond-Circuit XI Delaware Business Trust
Boulevard Associates
Boulevard North Associates, LP
Boyer Lake Pointe, Lc
BPP-Connecticut LLC
BPP-Muncy LLC
BPP-Ny LLC
BPP-Oh LLC
BPP-Redding LLC
BPP-Sc LLC
BPP-Va, LLC
BPP-Wb, LLC
Brandywine Grande C, LP
Bre, Louis Joliet, LLC
Briantree Property Association LP
Brick 70 LLC
Brighton Comerical LLC
Broadacre South LLC
Broadstone Crossing LLC
BT Bloomington LLC
Burbank Mall Associates LLC
Burnham Pacific Properties
By-Pass Development Company LLC
CC. Hamburg NY Partners, LLC
CJM. Management Company
CA New Plan Asset Partnership IV, LLP
Cafaro Governors Square Partnership
Camelback Center Properties
Cameron Group Associates LLP
Campbell Properties LP
Cap Brunswick LLC
Caparra Center Associates, S.E.
Capital Centre LLC
Cardinal Capital Partners
Cardinal Court, LLC
Carlyle-Cypress Tuscaloosa I, L.L.C
Carousel Center Company, LP
Carriage Crossing Market Place, LLC
Carrollton Arms
Catellus Development Corporation
Catellus Operating LP
CBC - Wilbur Properties
CBL Terrace Limited Partnership
CC - Investors 1995-6
CC - Investors 1996-1
CC - Investors 1996-12
CC - Investors 1996-17
CC - Investors 1996-3
CC Brandywine Investors 1998 LLC
CC Colonial Trust
CC Countryside 98 LLC
CC East Lansing 98 LLC
CC Frederick 98 LLC
CC Ft. Smith Investors 1998 LLC
CC Grand Junction Investors 1998 LLC
CC Green Bay 98 LLC
CC Harper Woods 98 LLC
CC Independence LLC
CC Indianapolis 98 LLC
CC Indianapolis LLC
CC Investors 1995-1
CC Investors 1995-2
CC Investors 1995-3
CC Investors 1995-5
CC Investors 1996-10
CC Investors 1996-14
CC Investors 1996-6
CC Investors 1996-7
CC Investors 1997-10
CC Investors 1997-12
CC Investors 1997-2
CC Investors 1997-3
CC Investors 1997-
CC Jackson 98 LLC
CC Kingsport 98 LLC
CC La Quinta LLC
CC Lafayette LLC

CC Madison LLC	Compton Commercial Redevelopment Company
CC Merrillville Trust	Concar Enterprises Inc.
CC PhiladelPhia 98 LLC	Concord Mills LP
CC Ridgeland 98 LLC	Condan Enterprises LLC
CC Roseville, LLC	Congressional North Associates LP
CC Springs LLC	Continental 45 Fund LLC.
CC Wichita Falls 98 Trust	Continental 64 Fund LLC
CCC Realty, LLC	Cortlandt B, LLC
CCDC Marion Portfolio LP	Cosmo-Eastgate, Ltd.
CCI Louisiana Trust	Cottonwood Phase V LLC
CCI Trust 1994-1	Coventry II DDR Buena Park Place LP
CC-Virginia Beach LLC	Coventry II DDR Merriam Village LLC
CDB Falcon Sunland Plaza LP	Covington Lansing Acquisition LLC
Cedar Development, Ltd	CP Venture Two LLC
Centennial Holdings LLC	Craig-Clarksville Tennessee LLC
Central Investments, LLC	Crosspointe 08 A LLC
Central Park 1226, LLC	Crossways Financial Associates LLC
Central Park Property Owners Association	Crown CC I LLC
Centro Bradley Spe 7 LLC	CT Retail Properties Finance V LLC
Centro Heritage County Line LLC	Cypress/Spanish Fort I LP
Centro Heritage Innes Street LLC	Daly City Partners I LP
Centro Heritage UC Greenville LLC	Daniel G. Kamin Baton Rouge LLC
Centro Properties Group	Daniel G. Kamin Burlington LLC
Centro Watt	Daniel G. Kamin Elmwood Park LLC
Century Plaza Development Corporation	Daniel G. Kamin Flint, LLC
Cernak Plaza Associates LLC	Daniel G. Kamin Mcallen LLC
CFH Realty III/Sunset Valley LP	Daniel G. Kamin and Howard Kadish, LLC
Chalek Company LLC	Dartmouth Marketplace Associates
Chambersburg Crossing LP	Dayton Hudson Corporation
Chandler Gateway Partners LLC	DDR Southeast Loisdale LLC
Chapel Hills - West LLC	DDR Crossroads Center LLC
Chapman And Main Center	DDR Family Centers LP
Charbonnet Family Ltd et. al	DDR Highland Grove LLC
Charlotte (Archdale) UY LLC	DDR Homestead LLC
Chehalis Hawaii Partners LLC	DDR Horseheads LLC
Chico Crossroads LP	DDR Mdt Asheville River Hills
Chino South Retail PG LLC	DDR Mdt Fairfax Towne Center LLC
CHK LLC	DDR Mdt Grandville Marketplace LLC
Cim/Birch St., Inc.	DDR Mdt Monaca Township Marketplace LLC
Circuit Distribution - Illinois	DDR Mdt Union Consumer Square, LLC
Circuit II Corporation	DDR Miami Ave LLC
Circuit Investors - Fairfield, LP	DDR Norte LLC, S.E.
Circuit Investors - Vernon Hills, LP	DDR Southeast Cary LLC
Circuit Investors - Yorktown, LP	DDR Southeast Cortez, LLC
Circuit Investors #2 Ltd	DDR Southeast Culver City District
Circuit Investors #3 LP	DDR Southeast Dothan Outparcel, LLC
Circuit Investors #4 - Thousand Oaks LP	DDR Southeast Highlands Ranch LLC
Circuit Oklahoma Property Investor	DDR Southeast Olympia District
Circuit Pennsylvania Corporation	DDR Southeast Rome LLC
Circuit Sports LP	DDR Southeast Snellville LLC
Circuit Tax Property Investors LP	DDR Southeast Union LLC
Circuitville LLC	DDR Southeast Vero Beach LLC
Citrus Park CC LLC	DDR 1st Carolina Crossings South LLC
City View Center LLC	DDRA Arrowhead Crossing LLC
CK Richmond Business Services #2, LLC	DDRM Hilltop Plaza LP
Clairemont Square	DDRM Skyview Plaza LLC
Clay Terrace Partners LLC	DDR-Sau Greenville Point LLC
Cleveland Towne Center LLC	DDR-Sau Wendover Phase II, LLC
Coastal Way LLC	DDRTC CC Plaza LLC
Cobb Corners II LP	DDRTC Columbian Station I LLC
Cofal Partners LP	DDRTC Creeks at Virginia Center LLC
Cohab Realty LLC	DDRTC McFarland Plaza LLC
Coldwater Development LLC	DDRTC Newnan Pavilion LLC
Cole CC Aurora Co, LLC	DDRTC Southlake Pavilion LLC
Cole CC Groveland Fl, LLC	DDRTC Sycamore Commons LLC
Cole CC Kennesaw Ga, LLC	DDRTC T&C LLC
Cole CC Mesquite Tx, LLC	DDRTC Walks at Highwood Preserve I LLC
Cole CC Taunton Ma, LLC	Decatur Plaza I, LLC
Colonial Heights Holding, LLC	Deerbrook Anchor Acquisition LLC
Colonial Heights Land Association	Dematteo Management Inc.
Colonial Square Associates LLC	Dentici Family Limited Partnership
Colonnade LLC	Derito Pavilions 140 LLC
Colony Place Plaz, LLC	Desert Home Communities of Oklahoma, LLC
Columbia Plaza Shopping Center Venture	DEV LP
Community Centers One LLC	Diamond Square LLC

Dicker/Warrington Properties	Geenen Dekock Properties LLC
Dikeou, Deno P.	Generation H One and Two LP
Dim Vastgoed, N.V.	GGP Mall of Louisiana LP
DJD Partners LP	GGP-Steeplegate Inc.
DMC Properties, Inc.	Gladwyne Investors, LP
Dollinger Lost Hills Associates	Glenmoor LP
Donahue Schriber Realty Group LP	GMS Golden Valley Ranch LLC
Dowel Conshohocken LLC	Goldsmit, Barbara L.
Dowel-Allentown, LLC	Goodmill LLC
Doyle Winchester Properties, LLC	Gould Livermore LLC
Drexel Delaware Trust	Grand Hunt Center Oea
Drury Land Development Inc.	Gravois Bluffs III LLC
Durham Westgate Plaza Investors LLC.	GRE Grove Street One LLC
E&A Northeast LP	GRE Vista Ridge LP
Eagleridge Associates (Pueblo) LLC	Greater Orlando Aviation Authority
East Gate Center V	Greece Ridge LLC
Eastchase Market Center LLC	Greeley Shopping Center LLC
Eastland Shopping Center LLC	Green 521 5th Avenue LLC
Eastridge Shopping Center LLC	Green Acres Mall LLC
EEL McKee LLC	Greenback Associates
EKLEC Co. Newco LLC	Greenwood Point LP
ELPF Slidell, LLC	GRI-EQY (Sparkleberry Square) LLC
Emporium on LBJ Owners Association	GS Erie LLC
Encinitas PFA, LLC	GS II Brook Highland LLC
Enid Two, LLC	Gunning Investments, LLC
ERP of Midway, LLC	Hallaian Brothers
Estate of Joseph Y. Einbinder	Hamilton Chase Santa Maria LLC
Evansville Developers LLC, G.B.	Hamilton Crossing I LLC
Evergreen Mcdowell And Pebble Creek LLC	Hampden Commons Condominium Association
Excel Realty Partners LP	Hannon Ranches Ltd
Excel Westminster Marketplace, Inc.	Hanson Industries Inc.
F.R.O., LLC Ix	Harold and Lucille Chaffee Trust
Faber Bros., Inc	Hart Kings Crossing LLC
Fairfax Court LP	Hartman 1995 Ohio Property Trust
Fairview Heights Investors LLC.	Harvest/NPE LP
Fairway Centre Associate, LP	Hayden Meadows JV
Faram Muskegon LLC	Hayward 880, LLC
Farmingdale-Grocery LLC	Heritage Property Investment LP
Fayetteville Developers LLC	Heritage-Lakes Crossing LLC
FC Janes Park LLC	Hickory Hollow Development Inc.
FC Richmond Associates LP	Hickory Ridge Pavilion LLC
FC Treeco Columbia Park, LLC	Highlands Ranch Community Association
FC Wodbridge Crossing, LLC	HIP Stephanie, LLC
Federal Realty Investment Trust	HK New Plan Covered Sun LLC
Feil Organization, The	HK New Plan EPR Property Holdings LLC.
FGP Company	HK New Plan Exchange Property Owner II LP
Fingerlakes Crossing LLC	HKK Investments
Firecreek Crossing o Reno LLC	Hollingsworth Capital Partners - Intermodal, LLC
First Berkshire Properties LLC	Holyoke Crossing LP II
FJL MVP LLC	Home Depot USA Inc.
Flintlock Northridge LLC	Hoprock Limonite LLC
F&M Properties	Howland Commons Partnership
Fogg-Snowville LLC	HRI/Lutherville Station LLC
Foothill Business Association	Hudson Realty Trust
Foothill Pacific Towne Center	Huntington Mall Company
Forecast Danbury LP	HV Covington LLC
Forest City Commercial Group LLC	HWR Kennesaw LLC
Forest City Ratner Company	I-10/Bunker Hill Associates, LP
Fourels Investment Company	I-93 Somerville LLC
Fr/Cal Gouldsboro Property Holding LP	Iannucci Development Corporation
Friedland, Lawrence And Melvin	Immobilien Verwaltung GMBH
FW CA Brea Marketplace LLC	Indian River Mall
G&S Livingston Realty Inc.	Inland American Chesapeake Crossroads LLC
Gainesville Outdoor Advertising Inc.	Inland American Oklahoma City Penn, LLC
Galileo Apollo II Sub, LLC	Inland American Retail Management
Galileo CMBS T2 NC LP	Inland Commercial Property Management Inc.
Galileo Freshwater/Statelne LLC	Inland US Management LLC
Galileo Northeast LLC	Inland Western Austin Southpark Meadows II LP
Galleria Partnership	Inland Western Cedar Hill Pleasant Run LP
Galleria Plaza Ltd.	Inland Western College Station Gateway II, LP
Garden City Center	Inland Western Columbus Clifft LLC
Gateway Center Properties III, LLC	Inland Western Houma Magnolia LLC
Gateway Company LLC	Inland Western Lake Worth Towne Crossing
Gateway Woodside Inc.	Inland Western Lewisville Lakepointe LP
GC Acquisition Corporation	Inland Western McDowell LLC

Inland Western Oswego Gerry Centennial LLC
Inland Western Richnond Mayland LLC
Inland Western San Antonio Hq LP
Inland Western Southlake Corners LP
Inland Western Sugar Land Colony LP
Inland Western Teinecula Commons LLC
Inland Western West Mifflin Century III District
Intergated Real Estate Services LLC
International Speedway Square Ltd
Interstate Augusta Properties LLC
Investors Brokerage Inc.
Irish Hills Plaza West II LLC
Irvine Company LLC
Irving Harlem Venture LP
J&F Enterprises
Jaffe of Weston II Inc.
Janaf Crossings, LLC
Jantzen Dynamic Corporation
Jefferson Mall Company II LLC
IKCG LLC
Johnson City Crossing (Delaware)LLC
Johnstown Zamias LP
Jubilee-Springdale LLC
Jurupa Bolingbrook LLC
JWC/Loftus LLC
K&G/Dearborn LLC.
Kamin Realty Co
Karns Real Estate Holdings II, LLC
Katy Mills Mall LP
KB Columbus I-CC
KC Benjamin Realty LLC
K E - Athens LLC
Kendall-77 Ltd.
Kentucky Oaks Mall
K-Gam Broadway Craycroft LLC
Kimco Acadiana 670 Inc.
Kimco Arbor Lakes S.C., LLC
Kimco Pk LC
Kimco Realty Corporation
KIR Amarillo LP
KIR Arboretum Crossing LP
KIR Augusta I 044 LLC
KIR Piers 716 LLC
Kite Coral Springs LLC
Knoxville Leveal LLC
KNP Investments
Kobra Properties
Kolo Enterprises
Kramont Vestal Management LLC
KRG Market Street Village LP
Kroustalis Investment
Krupp Equity Limited Partnership
KSK Scottsdale Mall LP
L. Mason Capitani Property & Asset Mgmt. Inc
La Cienega-Sawyer Ltd.
La Frontra Village LP
La Habra Imperial LLC
Landing at Arbor Place LP, The
Landings Management Association
Landman, Deborah, Eli Landman, Zoltan Schwartz &
Anna Schwartz
Laredo/MDN II LP
Larry J. Rietz, MP, LLC
Las Vegas Land and Development Company LLC
LB Commercial Mortgage Trust Series 1998 C1
LC White Plains Retail LLC
Lea Company
League City Towne Center Ltd
Leben, Robert L. & Mary C.
Lester Development Corporation
Lexington Corporate Properties Inc.
Lexington Lion Weston I LP
Lincoln Plaza Associates LP
Lincoln US Properties LP
Linden Business Center Association
Little Britain Holding, LLC
Loop West LLC
Louis Joliet Shoppingtown LP
Lucknow Associates
Lufkin Gkd Partner, LP
M & M Berinan Enterprises
MIA Brookhaven LLC
Macerich Lakewood LLC
Macerich Vintage Fair LP
Macy's Central
Madison Waldorf LLC
Magna Trust Company
Main Street At Exton LP
Mall at Gurnee Mills LLC
Mall at Valle Vista LLC
Mall of Georgia LLC
Mallview Plaza Company Ltd.
Manco Abbott OEA Inc.
Mansfield Sq 287 and Debbie Ltd.
Manteca Stadium Park LP
Marco Portland General Partnership
Market Heights Ltd
Marlton VF, LLC
Mass One LLC
Mayfair - MDCC Business Trust
MB Fabyan Randall Plaza Batavia LLC
MB Keene Monadnock LLC
McAlister Square Partners Ltd
MD-GSI Associate, LLC
MDS Realty II, LLC
Meacham Business Center LLC
Meadowbrook Village LP
Melbourne-JCP Associates Ltd.
Melville Walton Hone, Trustee Of Hone Family
Meinorial Square 1031 LLC
Meridian Village LLC
Metro Center LLC
Meyerland Plaza (De) LLC
MHW Warner Robins LLC
Mibarev Development I LLC
Mid US LLC
Mid-America Asset Management
Milford Crossing Investors LLC
Millman 2000 Charitable Trust
Millstein Industries LLC
MK Kona Commons LLC
Mobile KPT LLC
Monrovia Marketplace LLC
Montclair Plaza LLC
Monte Vista Crossings, LLC
Montevideo Investments, LLC
Montgomery Towne Center Station, Inc
Morgan Hill Retail Venture LP
Morris Bethlehem Associates LP
Morrison Crossing Shopping Center
Mount Berry Square LLC
Mr Keene Mill I LLC
Msf Eastgate-I LLC
Myrtle Beach Farms Company Inc.
Nap Northpoint LLC
National Retail Properties, LP
Nazario Family Partnership
Necrossgates Commons Newco, LLC
Nevada Investment Holdings, Inc.
New Plan Excel Realty Trust
New Plan of Memphis Commons, LLC
New River Properties
NMC Stratford LLC
North Attleboro Marketplace II LLC
North Hill Centre, LLC
North Plainfield VF LLC
Northcliff Residual Parcel 4 LLC
Northern Trust Bank of California
Northwoods LP
Novogroder/Abilene LLC

NP Huntsville LLC
NP I&G Conyers Crossroads LLC
NP/SSP Baybrook LLC
NPP Development LLC
Oak Hollow Mall
Oates, Marvin L.
OLP 6609 Grand LLC
OLP CC Ferguson LLC
OLP CC Florence LLC
OLP CC Antioch LLC
OLP CC Fairview Heights LLC
OLP CC St.Louis LLC
One Liberty Properties
Orangefair Marketplace LLC
Orion Alliance Group LLC
Orland Town Center Shopping Center
OTR
PL Mesa Pavilions LLC
P/A Acadia Pelham Manor LLC
PA 73 South Association
Pace-Brentwood Partners LLC
Pacific Carmel Mountain Holdings LP
Pacific Castle Groves LLC
Pacific Harbor Equities LLC
Pacific/Youngman-Woodland Hills
Paige Exchange Corporation
Palm Springs Mile Associates Ltd.
Palmetto Investors LLC
Pan Am Equities Inc.
Panattoni Development Company LLC
Pappas Gateway LP
Paragon Affiliates
Parkdale Mall Associates LP
Parkdale Village LP
Parker Bullseye LLC
Parker Central Plaza, Ltd.
Parks at Arlington LP
Parkside Realty Associates, LP
Parkway Centre East LLC
Parkway Plaza LLC
Parkway Terrace Properties Inc.
Paskin, Marc
Peikar Muskegon LLC
Plantation Point Development LLC
Plaza at Jordan Landing LLC
Plaza Las Americas, Inc
Plaza Las Palma, LLC
Plazamill LLP
Plymouth Marketplace Condominium Assoc., Inc.
Point West Investors II
Polaris Circuit City LLC
Pond Road Associates
Port Arthur Holdings III Ltd.
Potomac Festival II
Potomac Run LLC
PR Beaver Valley LP
Prattcenter LLC
Preit Services LLC
PRGL Paxton LP
Prince George's Station Retail LLC
Principal Real Estate Holding Company LLC
Priscilla J. Rietz LLC
Promventure LP
Property Management Support Inc.
Provo Group, The
PRU Desert Crossing V LLC
Prudential Insurance Company Of America
Puent Hills Mall LLC
Ramco West Oaks I LLC
Ramco-Gershenson Properties LP
Rancon Realty Fund IV Subsidiary LLC
Ray Mucci's Inc.
Raymond and Main Retail LLC
RB-3 Associates
RD Bloomfield Associates LP
Realty Income Corporation
Rebs Muskegon LLC
Red Mountain Retail Group
Red Rose Commons Condominium Association
Redtree Properties LP
Regency Centers LP
Regency Petaluma LLC
Reiff & Givertz Texas Prop LLC
Re mount Road Associates LP
Richland Town Centre LLC
Ricmac Equities Corporation
Rio Associates LP
Robinson, Donald
RREEF America REIT II Corporation VVV
RVIP Valley Central LP
Shelby Town Center I LLC
Shelbyville Road Plaza LLC
Sherwood Properties LLC
Shoppes At River Crossing, LLC
Shoppes Of Beavercreek LLC
Short Pump Town Center LLC
Sierra Lakes Marketplace LLC
Sierra North Associates LP
Sigmund Sommer Properties
Signal Hill Gateway LLC
Signco Inc.
Silverdale K-Four
Silverstein, Raymond - Trustee
Simon Debartolo Group LP
Simon Property Group
Simon Property Group Texas LP
Sinvest Real Estate II LLC
Sinay Family LLC And Trust
Sir Barton Place, LLC
Site A LLC
SJ Collins Enterprises LLC
Goodman Enterprises, LLC
SM Newco Hattiesburg LLC
Somerville Saginaw LP
Sonnet Investments LLC
South Padre Drive LP
South Shields #1 Ltd.
Southhaven Center II LLC
Southland Acquisitions LLC
Southland Center Investors LLC
Southland Investors LP
Southroads LLC
Southwestern Albuquerque LP
Southwind Ltd.
Sparks Galleria Investors LLC
SPG Arbor Walk LP
SPG Independence Center LLC
SPG Tennessee LP
Spitzer Family Investments LLC
Spring Hill Development Partners GP
St. Indian Ridge LLC
St. Louis Mills LP
St. Cloud Associates
St. Tammany Oaks Subdivision Association LLC
Stapleton North Town LLC
Star Universal LLC
Station Landing, LLC
Stop & Shop Supermarket Company LLC
Stor-All New Orleans LLC
Suemar Realty Inc.
Sullivan Crosby Trust
Sunrise Plantation Properties LLC
Swanblossom Investments LP
Swedesford Shopping Center Acquisition LLC
Sweetwater Associates LP
SWQ 35/Forum Ltd.
T And T Enterprises LP
Taft Corners Associates Inc.
Tam Stockton LLC
Tamarack Village Shopping Center LP

Tanglewood Park LLC
Tanurb Burnsville LP
Target Corporation
Taubman Auburn Hills Associates LP
Taunton Depot LLC
Taylor Retail Center
Teachers Insurance & Annuity Assoc. Of Amer.
Team Retail Westbank Ltd
Ten Pryor Street Building Ltd.
Teplis, Nathan; Dr. Paul Teplis; Mrs. Belle Teplis; & Frank
Terra Enterprises
Terranomics Crossroads Associates
The Cafaro Northwest Partnership
The City Of Portfolio TIC LLC
The Marketplace Of Rochester Hills Parcel B LLC
The Macerich Company
The Shoppes At Schererville LLC
The Shops At Kildceir
The Village At Rivergate LP
THF Chesterfield Two Development LLC
THF Clarksburg Development One
THF Harrisonburg Crossings LLC
THF One Development LLC
THF St. Clairsville Parcel C.C. Development LLC
Thoroughbred Village GP
TIS Equities IX LLC
TKG Coffee Tree LP
TMW Weltfonds Rolling Acres Plaza
Torrance Towne Center Associates LLC
Torrington Triplets LLC
Tourbillon Corporation
Tower Center Associates
Town Square Plaza
Towson VF LLC
Traverse Square Company Ltd.
TRC Associates LLC
Triangle Equities Junction LLC
Trout, Jerome B. Jr.
Trout, Segall
Truimbul Shopping Center #2 LLC
Trustees Of Salem Rockingham LLC
TSA Stores, Inc.
TUP 430 Company LLC
Turnberry Lakes Business Center
Turtle Creek Partners LLC
Tutwiler Properties Ltd.
Twin Ponds Development LLC
Tysons 3 LLC
Tysons Corner Holdings LLC
U.K. - American Properties Inc.
U.S. 41 & I-285 Company
Uncommon Ltd.
Urbancal Oakland II LLC
UTC I LLC
Valencia Marketplace I LLC
Valley Corners Shopping Center LLC
Valley View S.C. LLC
Van Ness Post Center LLC
Ventura In Manhattan Inc.
Vestar Arizona XXXI LLC
Vestar QCM LLC
Village Square I L.P.
Village Walk Retail LP
Vivy IP
VNO Mundy Street LLC
VNO Tru Dale Mabry LLC
Vornado Caguas LP
Vornado Finance LLC
Vornado Gun Hill Road LLC
Vornado Realty Trust
W&D - Imperial No. I/Norwalk
W&S Associates LP
W/S Stratford LLC
Waco Investment Group
Wal-Mart Stores East LP
Walton Hanover Investors V LLC
Walton Whitney Investors V LLC
Washington Green TIC
Washington Place Associates LP
Washington Re Investment Trust
Water Tower Square LP
Watercress Associates LP
Watkins Houston Investments LP
Wayside Commons Investors LLC
WCC Properties LLC
WEA Gateway LLC
Weberstown Mall LLC
WEC 96D Appleton-1 Investment Trust
WEC 96D Niles Investment
WEC 96D Springfield-1 Investment Trust
WEC 97G-Syracuse Investment Trust
WEC 99-3 LLC
WEC 99A-2 LLC
WEC 99A-1 LLC
Weingarten Miller Sheridan LLC
Weingarten Nostat Inc.
Weingarten Realty Investors
Welsh Companies Inc.
Wendover South Associates LP
West Campus Square LP
West Oaks Mall LP
Westfork Owners Association
Westgate Village LLC
Westlake Limited Partnership
Wheaton Plaza Regional Shopping Center
Whitestone Development Partners A LP
Whitestone REIT
Wilmington Trust Company
Windsail Properties LLC
WMI/MPI Business Trust
Woodland Trustees Inc.
Woodlands Corporation, The
Woodmont Sherman LP
Worldwide Property Management Inc.
WRI Overton Plaza LP
WRI Camp Creek Marketplace II, LLC
WRI Lakeside Marketplace LLC
WRI Seminole Marketplace LLC
WXIII/PWN Real Estate LP

Sublessees
\$1.00 Stuff Inc.
Academy Alliance LLC
Adams Outdoor Advertising
Advance Auto Parts
American Outdoor Advertising
Arc International Corporation
Autozone Northeast Inc.
Baby Superstore, Inc.
Blockbuster Inc.
Books A Million
Borders Inc.
Carinax Business Services LLC
Casto
CEC Entertainment, Inc.
Chapman & Main
Charlie Brown's Steakhouse
Children's Discovery Centers of America
Circuit Sports LP
Consolidated Stores Corporation
Dan's Big & Tall Shop Inc.
Designs CMAL Retail Store Inc.
DHL Global Business Services
Dick's Sporting Goods Inc.
Dollar General Corporation
Dollar Tree Stores Inc.
Don Sherwood Golf Inc.
Edwin Watts Golf Shop
Empire Education Group

Entertainmart-Preston Rd LLC
Eycare Discount Optical Inc.
Eynon Furniture Outlet Inc.
Fabri-Centers of America Inc.
Food Lion LLC
Forecast Danbury LP
GE Transportation Systems
Golf Galaxy
Golfsmith International LP
Great Golf Inc.
Guitar Center Stores Inc.
Homans Associates Inc.
Hughes MRO Ltd.
Huntington National Bank
Inkeeper Properties Inc.
International House Of Pancakes
JR Furniture USA Inc.
Joelle Inc.
JP Morgan Chase Bank
K&G Men's Company Inc.
Katz
Lakeshore Equipment Company
La-Z-Boy Showcase Shoppes
Lifeway Christian Resources
Maggiano's/Corner Bakery Holding Corporation
Mall of Decoration Inc.
Martin, Paul T.
Mayland Cam
Modernage Inc.
Mor Furniture For Less
MRV Wanamaker LLC
New Avenues Lease Ownership LLC
New Colorado Daily, Inc.
North South Partner, LLC
O'Charleys, Inc.
OK Apple Inc.
Oklahoma Gold Realty LLC
Oklahoma Goodwill Industries, Inc.
Orthodontic Centers of Virginia Inc.
Peak Place Holdings, LLC
Pork Place
Pot Luck Enterprises Inc.
Price Chopper Operating Company
Prosound Music Centers Inc.
Quantum Fine Casework Inc.
Quarterdeck Corporate Office
Raymunda Garza
Remington Seeds LLC
Restoration Ministries
Ruby Tuesday's
Salem Farm Realty Trust
Salon Sons Inc.
Sam Ash Megastores, LLC
Schiavone, Daniel
Sky Bank
Solo Cup Company
Staples, The Office Superstore Inc.
The Auto Toy Store Inc.
The Floor Store Inc.
The Julia Christy Salon Inc.
The Pep Boys
The Sports Authority
The TJX Operating Companies
Tire Kingdom, Inc.
Topline Appliance Depot Inc.
Toys R US Inc.
Trader Joe's Company
Truong, Se and Ly
Tru Properties Inc.
TVI Inc.
Viacom Outdoor
Visionary Retail Management
Waterbed Emporium of California
West Marine Products Inc.
Winchester Fun Expedition Corporation

Wired Management LLC
Workforce Central Florida

Personal Property Lessors
Avaya Financial Services
GE Fleet Services
IBM
Hewlett Packard
Service Power
Toshiba

Banks Utilized in the Company's Cash Management System
American Savings
AmSouth Bancorporation
Banco Popular
Bank of America
CRP Securities, LLC
Chase Bank
CRP Securities
Fifth Third Bank
Fifth Third Securities
JP Morgan Securities Inc
Lehman Brothers
Merrill Lynch Global Institutional Advisory Division
RBC Dain Rauscher
SunTrust
UBS Financial Services, Inc.
Wachovia Bank & Securities
Wells Fargo

Liquidators
Gordon Brothers Retail Partners LLC
Great American Group
Hilco Merchant Resources LLC
Hudson Capital Partners LLC
SB Capital Group LLC
Tiger Capital Group LLC

Litigation Counterparties
Alicea, Ada
Audibahn
Banker, Michael
Booker, Jamal
Dealtree
DiPietro, Michael
Donnelly, Kenneth
Federal Communications Commission
Foss, Andrew
Harris, William
Holloman, Latia
Ibrahim, Betty
Internal Revenue Service
Iowa AG
JP Morgan Chase
Keystone Automotive Industries
Kobra Properties
Mad Rhino
Maria Moncayo (class action)
Massachusetts Department of Revenue
Mastercard
Micro Electronics
Millennium Retail Partners
Monster Cable
Moxley, Donald
Murphy, Christopher
RealSource
Roberty Gentry (class action)
Securities and Exchange Commission
Snow, Christopher
State of Iowa
Teipple, Floyd Edward Jr.
Tennessee Department of Revenue
Unical
Visa

Voegtle, Clayton P.
Weidler, Daniel

Restructuring and Other Professionals

Bingham McCutchen LLP
Ernst & Young
FTI Consulting Inc.
Goldman, Sachs and Company
Kirkland & Ellis LLP
Kurtzman Carson Consultants LLC
LeClairRyan
McGuireWoods, LLP
Ogilvy Renault LLP
Osler, Hoskin & Harcourt LLP
Rothschild, Inc.
Schulte Roth & Zabel LLP
Wilmer, Cutler, Pickering Hale, & Dorr LLP

U.S. Trustee's Office - Region 4

Bove, Frank J.
Conlon, Debera F.
Davis, Martha
Early, Dennis J.
Frankel, Jack I.
Franklin, Shannon D.
McDow, W. Clarkson.
Van Arsdale, Robert
Weschler, Cecelia A.
Whitehurst, Kenneth N. III

District Court Judges (Eastern District of Virginia)

Anderson, John F.
Brinkeman, Leonie M.
Buchanan, Theresa C.
Cacheris, James C.
Davis, Ivan D.
Ellis, T.S. III
Hilton, Claude M.
Jones, T. Rawles Jr.
Lee, Gerald Bruce
O'Grady, Liam

Bankruptcy Court Judges (Eastern District of Virginia)

Adams, David H.
Huennekens, Kevin R.
Mayer, Robert
Mitchell, Stephen S.
St. John, Stephen C.
Shelley, Blackwell N.
Tice, Douglas O. Jr.

EXHIBIT B
Retention Agreement

**REAL ESTATE CONSULTING AND ADVISORY
SERVICES AGREEMENT**

This Agreement is entered into as of November 19, 2008 (the "Execution Date"), by and between DJM Asset Management, LLC (the "Consultant"), and Circuit City Stores, Inc. and certain of its affiliated entities (collectively the "Company" or the "Debtor"), which have filed voluntary petitions for relief under Title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Eastern District of Virginia (the "Court"), jointly administered under Case No. 08-35653 (KRH) (the "Bankruptcy Case").

Recitals:

A. The Company's business includes the leased and owned locations set forth on Exhibit "A" attached hereto and made a part hereof. The leased locations are referred to individually as a "Lease," and collectively as, the "Leases". The owned locations are referred to individually as an "Owned Property" and collectively as the "Owned Properties". The Leases and Owned Properties are sometimes also referred to collectively as the "Properties".

B. The Company desires the Consultant to assist in (i) the renegotiation of terms of certain of the Leases, (ii) the disposition of the Owned Properties and certain of the Leases, (iii) the reduction in claims related to the Leases, (iv) as needed and requested, negotiations with landlords as to extensions of time to assume or reject Leases and (v) as needed and requested, valuations of certain of the Leases. Company seeks to engage the Consultant to provide certain consulting services in connection therewith.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Consulting and Advisory Services. The Consultant shall provide consulting and advisory services with respect to the Owned Properties and the Leases as follows:

- (i) Meeting with Company to ascertain the Company's goals, objectives and financial parameters;
- (ii) Negotiating the modification of certain of the Leases, as directed by the Company, to obtain rent reductions or other advantageous modifications;
- (iii) Negotiating the sale of the Owned Properties, and the termination, assignment, sublease or other disposition of certain of the Leases, as directed by the Company, including preparing and implementing a marketing plan therefore and assisting the Company at any auctions of the Properties, if needed;
- (iv) Negotiating waivers or reductions of prepetition cure amounts and Bankruptcy Code § 502(b)(6) claims with respect to Leases;

- (v) Negotiating, as requested by the Company, extensions of time to assume or reject Leases beyond the period prescribed in the Bankruptcy Code, as the same may be extended by order of the court;
- (vi) Providing, as requested by the Company, desk-top valuations of certain of the Leases;
- (vii) Assisting the Company in the documentation of proposed transactions; and
- (viii) Reporting periodically to the Company regarding the status of negotiations.

2. Term. Subject to the entry of an order of the Court authorizing the Debtor's entry into this Agreement, the term of this Agreement shall be twelve (12) months from the Execution Date; provided, however, the Company shall have the unilateral right, in its sole discretion, for any reason or no reason, to terminate this Agreement upon not less than thirty (30) days prior written notice at any time after June 8, 2009. In the event the Company exercises its right to terminate this Agreement prior to the date twelve (12) months following the Execution Date, the Company shall nevertheless remain obligated to pay all amounts earned prior to the early termination date and such additional amounts, if any, as may be earned pursuant to paragraph 5 hereof.

3. Compensation. As compensation for its services, the Consultant will receive the following fees.

(a) Lease Modifications. In consideration of Consultant's services in connection with any renegotiation of the monetary terms of any Lease that is later assumed by the Debtor, including but not limited to rent reductions, elimination of percentage rent payments, reductions in term and reductions or limitations on extra charges, Consultant's fee shall be a percent of Total Occupancy Cost Savings (defined below), calculated as set forth below.

(i) No fee for monetary term Lease modifications shall be payable unless and until either (a) the Net Present Value of Total Occupancy Cost Savings (as defined below) for the first year of the Leases following modification is at least \$30,000,000, as evidenced by Binding Agreements (defined below) or (b) the Net Present Value of Total Occupancy Cost Savings for the first three years of the Leases following modification is at least \$60,000,000, as evidenced by Binding Agreements. At that time Consultant shall earn and be paid a fee of \$700,000 (the "Base Fee"). Consultant shall also earn and be paid fees for additional Total Occupancy Cost Savings based upon the Net Present Value of Total Occupancy Cost Savings, as evidenced by Binding Agreements, as follows:

<u>Net Present Value of First Year Total Occupancy Cost Savings</u>	<u>Fee as a Percent of First Year Total Occupancy Cost Savings</u>
>\$30,000,000 - \$40,000,000	3.0%
>\$40,000,000 - \$50,000,000	4.0%
>\$50,000,000	5.0%

By way of example only, if the Net Present Value of Occupancy Cost Savings for the first year following modification of the Leases is \$45,000,000, then Consultant's fee would be \$1,200,000 (the \$700,000 Base Fee, plus \$10,000,000 x 3%, plus \$5,000,000 x 4%).

In addition to the amounts payable pursuant to the preceding paragraph, with respect to any Leases for which the period of Occupancy Cost Savings is in excess of 12 consecutive months following modification, Consultant shall earn and be paid fees as follows:

- (a) 3.0% of the Net Present Value of Total Occupancy Cost Savings for the second year of the Leases following modification;
- (b) 2.5% of the Net Present Value of Total Occupancy Cost Savings for the third year of the Leases following modification;
- (c) 1.5% of the Net Present Value of Total Occupancy Cost Savings for any period after the expiration of the third year of the Leases following modification (i.e., the period beginning on the 37th month after the effective date of a modification).

Further, in the event that the Consultant earns the Base Fee on or before January 9, 2009, Consultant's fee rates as set forth above shall be increased by 0.25% as applied to all Total Occupancy Cost Savings evidenced by a Binding Agreement signed on or before January 9, 2009.

This payment structure assumes that Consultant will negotiate the terms of approximately 550 Leases. In the event that, within 30 days from the Execution Date, the number of Leases is reduced below that number, then the above dollar thresholds, including the \$30,000,000 or \$60,000,000, as applicable, threshold for the Base Fee, shall be reduced pro-rata based on the number of Leases less than 550. In addition, if neither the Debtor nor the Consultant is able to identify landlord contact information for more than ten percent (10%) of the Leases intended to be negotiated, the dollar thresholds shall be reduced by five percent (5%). If Consultant's efforts result in a Binding Agreement and, for whatever reason, the relevant Lease is not later assumed by the Debtor, then the Occupancy Cost Savings related to each such Lease, for purposes of the \$30,000,000 or \$60,000,000, as applicable, threshold for the Base Fee only, shall be counted as part of Total Occupancy Cost Savings.

As to each Lease for which Consultant's efforts resulted in a Binding Agreement and, for whatever reason, the relevant Lease is not later assumed by the Debtor, then Consultant shall earn and be paid a minimum fee in the amount of 25% of the fee it would have earned, as calculated above, if such Lease had been assumed; provided, however, that (i) in no event shall such minimum fees, in the aggregate, exceed \$700,000 and (ii) the payment of any such

minimum fee may be offset against a fee payable to the Consultant pursuant to subsection (b) below and related to the disposition of the applicable Lease.

For purposes of this Agreement, the following terms shall have the meanings provided for herein:

“Binding Agreement” means a signed letter or other agreement intended to be binding or the execution of a form Lease modification agreement by both Debtor and a landlord.

“Net Present Value of Total Occupancy Cost Savings” means Total Occupancy Cost Savings, discounted to present value using a 6% per annum discount rate.

“Occupancy Cost” means the sum of base rent, percentage rent, CAM, taxes, insurance and other charges payable by the Debtor under a particular Lease. In the case of percentage rent, such rent will be calculated using sales figures for the 12 months ended October 31, 2008 (equitably adjusted if less than 12 months of sales figures are available), and CAM, taxes, insurance and other charges will be calculated using the last available full year charge for each item.

“Occupancy Cost Savings” means the difference between the original Occupancy Cost and the renegotiated Occupancy Cost for the period from the effective date of the modification through the end of the term of the lease modifications or the relevant period. In the case of Lease term extensions, Occupancy Cost Savings shall be calculated for the term of the Lease extension as the difference between the Occupancy Cost as in effect for the period immediately prior to the term extension and the renegotiated Occupancy Cost. If a Lease modification involves changing base rent to percentage rent only, Occupancy Cost Savings will be determined using the sales figures for the 12 months ended October 31, 2008 (equitably adjusted or estimated if less than 12 months of sales figures are available). For purposes of calculating Consultant’s consulting fee hereunder, the Company and Consultant also agree that Occupancy Cost Savings will also include any Occupancy Cost amounts agreed to be paid on behalf of the Company by any Lease guarantor or other third party.

“Total Occupancy Cost Savings” means the sum of Occupancy Cost Savings for all Leases.

(ii) For renegotiating a non-monetary provision of a Lease, including but not limited to Debtor’s unilateral right to early termination of a Lease and the elimination of continuous operation provisions, Consultant’s fee shall be an amount equal to twenty-five cents (\$0.25) per square foot of “rentable area” for the applicable Lease. For purposes of this Agreement, “rentable area” shall be deemed to be the area on which the Company pays base rent pursuant to the applicable Lease.

(iii) In addition to the fees set forth in Subsections 3(a)(i) and (ii) above, if any Lease renegotiation results in the payment of consideration to Debtor for executing the Lease modification, then such additional consideration shall be included in the calculation of Total Occupancy Cost Savings for purposes of calculating Consultant’s fee under Section 3(a)(i) above.

(b) Dispositions: For each closing of a transaction in which any Lease is sold, assigned, subleased or otherwise transferred to a third party (including lease termination

transactions with landlords and the sale of so-called "Designation Rights" but specifically excluding sales to purchasers of substantially all the equity or assets of the Company), the Consultant shall earn a fee in an amount equal to three and three quarters (3.75%) percent of the Gross Proceeds of such disposition. For each closing of a transaction in which any Owned Property is sold, specifically excluding the sale of all or substantially all of the equity or assets of the Company, the Consultant shall earn a fee in an amount equal to three and one-quarter percent (3.25%) of Gross Proceeds of such sale. In connection with the sale of a Lease, except for subleases, the term "Gross Proceeds" hereunder means the total amount of consideration paid or payable (including any cure amounts paid or waived) by the purchaser, assignee, designation rights purchaser, landlord or other transferee. For subleases "Gross Proceeds" means the net present value, using a 7.0% discount factor, of the expected sublease income (including rent, CAM, taxes and other charges) payable by the subtenant. In the case of sales of Owned Property, Gross Proceeds shall mean the total consideration paid by any purchaser less transfer taxes and fees payable in connection with any such sale.

(c) Reduction in Bankruptcy Claims: (i) For any Lease assumed and assigned by the Debtor, if, as a result of negotiations led by the Consultant with a landlord, the amount required to be paid to the landlord to cure defaults existing at the time of assumption is reduced below the cure amount that the Debtor reasonably acknowledges is owing, the Consultant will receive a fee for the waiver or reduction of the cure amount in an amount equal to three and three quarters (3.75 %) percent of the total amount so reduced or waived; provided, however, it is expressly agreed that any agreement which reduces or eliminates the Debtor's obligation to establish the "Financial Transaction Escrow" or "Security Deposit" described in the Lease covering the Property located at 1965 Broadway, New York, NY, shall not be considered a reduction in a cure amount for which the Consultant is entitled to compensation under this Agreement. (ii) For any Lease rejected by the Debtor, if as a result of negotiations led by the Consultant with a landlord, such landlord agrees to reduce or waive the claim it could reasonably assert under Bankruptcy Code § 502(b) (6) or otherwise, the Consultant will receive a fee in an amount equal to three and three quarters (3.75 %) percent of the savings of any distribution on account of such claim(s) that otherwise would have been payable to the landlord in the Debtor's bankruptcy case.

(d) Extensions of Time to Assume/Reject Leases: If the Company requests that the Consultant negotiate with landlords to obtain extensions of time to assume/reject Leases beyond 210 days from the petition date of the Company's Bankruptcy Case, then Consultant shall be paid for such work at the rate of \$350 per hour. Consultant will keep time records for such services as may be required by the Court administering the Bankruptcy Case.

(e) Valuations: For each Lease for which the Company requests a desk-top leasehold valuation, Consultant shall earn and be paid a fee of \$400. Up to one half of that fee may be offset by the Company against any additional fees owed to Consultant hereunder for the applicable Lease.

(f) Timing of Payments: Subject to Bankruptcy Court approval, Consultant's Base Fee provided for in Subsection 3(a) above shall be payable as set forth therein. Consultant's additional fees provided for in Subsection 3(a) above shall be payable on the earlier to occur of the date that (i) any Court order approving the modified Lease terms shall be final and non-appealable, (ii) the date the Debtor begins to receive the benefits of the renegotiation pursuant to a Lease modification or (iii) the date the Debtor's plan of reorganization or liquidation filed with

the Court or other conclusion of the Debtor's Bankruptcy proceeding shall be final and effective. Consultant's fee provided for in Subsection 3(b) above shall be earned and become payable to the Consultant upon the closing of any transaction referenced in Subsection 3(b). Consultant's fee provided for in Subsection 3(c) above shall be payable on the earlier to occur of the date that (x) the Debtor's plan of reorganization or liquidation filed with the Court or other conclusion of the Debtor's Bankruptcy proceeding shall be final and effective or (y) the later of (a) a Court order approving the assumption and assignment of the applicable Lease is final and non-appealable and (b) the date the landlord agrees to reduce the amount required to be paid to the landlord to cure defaults existing at the time of assumption below the cure amount that the Debtor reasonably acknowledges is owing. Consultant's fee provided for in Subsection 3(d) above shall be payable upon the delivery to Company of a landlord-executed extension of time to assume/reject a Lease. Consultant's fee provided for in Subsection 3(e) above shall be payable upon the delivery and approval of each properly completed valuation to the Company.

(g) Consultant will be compensated for additional consulting services that are not otherwise provided for in this Agreement, rendered at Debtor's specific request and agreed to by Consultant, at the rate of \$350 per hour. Consultant will keep time records for such services as may be required by the Court administering the Bankruptcy Case.

4. Costs and Expenses. The Consultant shall not be responsible for any transactional costs and/or legal expenses incurred by the Debtor in connection with the retention of the Consultant and its involvement with the Properties. The Debtor shall reimburse Consultant for its reasonably incurred out-of-pocket expenses and travel expenses, provided that the Debtor has pre-approved such expenses and further provided that such reimbursement shall not exceed, in the aggregate, \$25,000.

5. Survival. Except in the event that the Consultant terminates this Agreement without cause or the Debtor terminates this Agreement for cause, in the event the Debtor, or its successors or assigns, enters into a transaction during the term of this Agreement, the result of which would entitle the Consultant to a fee pursuant to Section 3 of this Agreement, then regardless of who may be the purchaser, assignee, or successful bidder, the Consultant shall be entitled to its fee pursuant to the terms of this Agreement upon the later to occur of (i) consummation of the transaction and (ii) Court approval of the transaction. In the event the Consultant has had, and has documented, negotiations with a third party or landlord prior to the termination of this Agreement and a transaction(s) covered by this Agreement closes within 180 days after the expiration of this Agreement, whether such transaction is closed by the Debtor or its successors or assigns, the Consultant shall be entitled to a fee in accordance with the terms of this Agreement; provided, however, that the Consultant must provide a written list of the third parties with whom it had documented communication and negotiations within ten business days after termination of this Agreement. If, prior to the expiration or termination of this Agreement, the Debtor enters into an agreement with a third party which provides for a Lease renegotiation, disposition, extension or claim reduction and such transaction closes, Consultant shall be entitled to payment in accordance with the terms of this Agreement regardless of the closing date.

6. The Consultant and Company Covenants.

(a) In consideration of this Agreement, the Consultant agrees to utilize reasonable efforts and diligence to achieve the purpose of this Agreement.

(b) The Company shall use commercially reasonable, good faith efforts to make available to the Consultant all information concerning the Properties necessary for the performance of the Consultant's obligations hereunder, including landlord contact information, copies of Leases, Lease abstracts and a list of current rent, taxes and other Lease charges and such other information as Consultant reasonably requests and which may be in Company's possession or control. All information provided by the Company shall, to the actual knowledge of the Company, be materially accurate and complete at the time it is furnished and the Company shall use commercially reasonable and good faith efforts to advise the Consultant promptly after it becomes aware of any inaccuracy or incompleteness in any information previously provided.

(c) Following execution of this Agreement, the Debtor shall promptly apply to the Court for an order, in a form reasonably acceptable to Consultant, authorizing the Debtor to retain the Consultant in accordance with this Agreement.

(d) To the extent necessary, the Debtor shall use its commercially reasonable best efforts to make provision in the final DIP order to be entered in its Bankruptcy Case that, as provided in the Senior Secured, Super Priority Debtor-In-Possession Credit Agreement, Consultant's fees payable pursuant to this agreement shall be included in the carve-out for professional fees included in that final DIP order.

7. Successors and Assigns. This Agreement shall be binding upon the Company or any successor or assignee including but not limited to a Chapter 11 or 7 trustee, examiner or liquidator.

8. Exclusive. The Consultant is the Debtor's sole and exclusive real estate agent for purposes of the services described in Paragraph 1 of this Agreement. All relevant inquiries regarding the Properties made to the Company, its representatives or related parties to the Company shall be directed to the Consultant; provided, however, the foregoing shall not be construed to preclude the Company's attorneys from negotiating matters related to the Leases as the Company deems appropriate and the Consultant shall not be entitled to compensation as a result of negotiations by the Company's attorneys unless (a) such negotiations result in a Binding Agreement with regard to future rent reductions for which the Consultant would have earned a fee under Subsection 3(a) of this Agreement had such negotiations been handled by the Consultant, or (b) such negotiations result in a binding agreement and closing of a disposition as a result of which Consultant would have earned a fee under Subsection 3(b) if such negotiations had been handled by Consultant. The Company acknowledges that the Consultant or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement. The Consultant acknowledges that the Properties do not include all of the real property owned or leased by the Company and the Consultant is being engaged to provide services only with regard to the Properties identified herein. Without limiting the foregoing, it is understood that the Company's headquarters buildings and adjacent leased land in Richmond, Virginia are not Properties for purposes of this Agreement.

9. Indemnification. Subject to Bankruptcy Court approval, the Debtor and its estate shall indemnify and hold the Consultant and its affiliates and their respective officers, directors, employees, agents and independent contractors, harmless from and against all claims, demands, penalties, losses, liabilities or damages, including without limitation, reasonable attorney's fees

and expenses, directly or indirectly asserted against, resulting from, or related to the Consultant's services provided hereunder, unless such claims, etc. arise as a result of the Consultant's gross negligence or willful misconduct.

10. General Provisions.

- (a) This Agreement is subject to and contingent upon the entry of an order, in a form reasonably acceptable to Consultant, authorizing the Debtor's entry into this Agreement, which the Debtor agrees to use its commercially reasonable best efforts to obtain. The Debtor will provide the Consultant with a copy of the pleadings requesting retention of the Consultant prior to submission to the Court and advise the Consultant of any objection or hearings pertaining to the Consultant's retention. The Consultant shall provide the Debtor with any and all information and documentation reasonably necessary for its retention by the Debtor.
- (b) The Company and the Consultant shall deal with each other fairly and in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.
- (c) The Company recognizes and acknowledges that the services to be provided by the Consultant pursuant to this Agreement are, in general, transactional in nature, and, except as may be required pursuant to Sections 3(d), 3(e) and 3(g), the Consultant will not be billing the Company by the hour or maintaining time records. Unless otherwise ordered by the Bankruptcy Court, it is agreed that the Consultant is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein. Unless otherwise ordered by the Bankruptcy Court, Consultant shall not be required to file any interim or final fee applications with the Court.
- (d) Any correspondence or required notice shall be addressed as follows:

IF TO THE COMPANY:

Circuit City Stores, Inc.
9950 Mayland Drive,
Richmond, VA 23233
Attention: Chris Crowe, Director of Real
Estate

And
Circuit City Stores, Inc.
9950 Mayland Drive,
Richmond, VA 23233
Attention: General Counsel

IF TO THE CONSULTANT:

DJM Asset Management, LLC
445 Broad Hollow Road, Suite 225
Melville, NY 11747
Attn: Andrew Graiser, Co-President
Tel: 631-752-1100 x229
Fax: 631-752-1231
Email: agraiser@djmasset.com

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
Wilmington, DE 19899
Attention: Gregg M. Galardi, Esq.

- (e) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.
- (f) By executing or otherwise accepting this Agreement, the Company and the Consultant acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.
- (g) This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.
- (h) Any and all issues, disputes, claims or causes of action which relate or pertain to, or result or arise from this agreement or the Consultant's services hereunder, shall be subject to the exclusive jurisdiction of the Court.
- (i) Other than the Debtor's affiliated debtors and debtors in possession, this Agreement creates no third-party beneficiaries.
- (j) All of the terms and conditions of each and every proposed sale, termination or other disposition of a Property, modification of a Lease or other agreement proposed by Consultant shall be subject to approval by Company, which approval may be withheld in Company's sole discretion.

11. Disclosures. Consultant discloses that:

- (i) An affiliate of Consultant, Gordon Brothers Retail Partners, LLC ("GBRP"), is currently engaged (as part of a joint venture) as the Company's agent to conduct store closing sales at 154 Company store locations. GBRP may consider future transaction opportunities relating to the Company, including engagements similar to the current engagement or as an inventory and/or fixtures disposition consultant for the Company, and
- (ii) An affiliate of Consultant, GB Asset Advisors, LLC ("GBAA"), was engaged in September 2008 by the agent to the Company's pre-petition senior loan facility to provide certain inventory appraisal services relating to the Company. Such work is completed and GBAA is not a creditor of the Company. Furthermore, GBAA has been asked by the agent for the Company's debtor-in-possession loan facility to continue performing from time to time inventory appraisal services relating to the Company, and GBAA may also consider other future transactions opportunities relating to the Company.

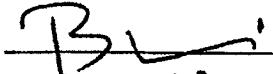
The Consultant agrees to make such other disclosures as may be required by the Bankruptcy Code, the Bankruptcy and Local Rules and orders of the Bankruptcy Court.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement as of the date first above written.

Accepted and Agreed to:

Circuit City Stores, Inc.



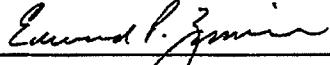
By: Bruce H. Besanko

Title: Executive Vice President &
Chief Financial Officer

Dated: December 10, 2008

Accepted and Agreed to:

DJM Asset Management, LLC



By: Edward P. Zimmer

Title: SR. MANAGING DIRECTOR

Dated: December 11, 2008

EXHIBIT A

PROPERTIES

See Attached 17 Pages

Closing Stores

Store	LOC	ADDRESS	CITY	STATE
235	L	2030 DIAMOND BOULEVARD	CONCORD	CA
236	L	7153 AMADOR PLAZA ROAD	DUBLIN	CA
238	L	330 BELLAM BOULEVARD	SAN RAFAEL	CA
413	L	3761 STATE STREET	SANTA BARBARA	CA
422	L	120 EAST COMPTON BOULEVARD	COMPTON	CA
426	L	10255 MAGNOLIA AVENUE	RIVERSIDE	CA
435	L	9801 N. METRO PARKWAY EAST	PHOENIX	AZ
436	L	1530 W SOUTHERN AVE. #210	MESA	AZ
437	L	8929 EAST INDIAN BEND ROAD	SCOTTSDALE	AZ
441	L	10140 WEST McDOWELL ROAD	AVONDALE	AZ
449	L	1138 WEST VALLEY PARKWAY	ESCONDIDO	CA
520	L	4805 OUTER LOOP	LOUISVILLE	KY
534	L	3344 PERSHALL ROAD	FERGUSON	MO
540	L	7553 BELLAIRE BOULEVARD	HOUSTON	TX
712	L	PARKWAY	KENNESAW	GA
803	L	1905 CHAINBRIDGE ROAD	TYSON'S CORNER	VA
803A	L	1905 CHAINBRIDGE ROAD	TYSON'S CORNER	VA
821	L	11011 BALTIMORE AVENUE	BELTSVILLE	MD
825	L	3551 32ND AVENUE	MARLOW HEIGHTS	MD
829	L	3555 ROOSEVELT BOULEVARD	TRUSSVILLE	AL
834	L	1100	ATLANTA	GA
841	L	2434 NICHOLASVILLE ROAD	LEXINGTON	KY
847	O	8823 PULASKI HIGHWAY	BALTIMORE	MD
853	L	6491 WINCHESTER ROAD	MEMPHIS	TN
880	L	2971 AKERS MILL ROAD SE	ATLANTA	GA
884	L	1906 MT. ZION ROAD	MORROW	GA
886	L	3637 PEACHTREE ROAD	ATLANTA	GA
893	L	6155 YOUNGERMAN CIRCLE	JACKSONVILLE	FL
920	L	5221 HICKORY HOLLOW PKWY.	ANTIOCH	TN
1604	L	100 ALBEMARLE SQUARE	CHARLOTTESVILLE	VA
1604A	L	100 ALBEMARLE SQUARE	CHARLOTTESVILLE	VA
1611	L	3310 SOUTH 31ST STREET	TEMPLE	TX
1615	L	4110 ATLANTA HIGHWAY	BOGART	GA
1628	L	3275 R STREET	MERCED	CA
1629	L	1535 SOUTH BRADLEY ROAD	SANTA MARIA	CA
1697	L	232-240 EAST 86TH STREET	NEW YORK	NY
1806	L	1120 MAIN STREET	CUYAHOGA FALLS	OH
1809	L	1650 EAST SHERMAN BOULEVARD	MUSKEGON	MI
1811	L	8173 WEST BROWN DEER ROAD	MILWAUKEE	WI
1813	L	4030 WEST BROAD STREET	COLUMBUS	OH
1814	L	STREET	INDIANAPOLIS	IN
1816	L	130 BOSTON POST ROAD	ORANGE	CT
1818	L	101	BLOOMINGDALE	IL

Closing Stores

STORE#	TYPE	ADDRESS	CITY	STATE
1880	L	550 NORTH TELEGRAPH ROAD	PONTIAC	MI
1882	L	SOUTH	FEDERAL WAY	WA
3107	L	6290 NORTH POINT PARKWAY	ALPHARETTA	GA
3118	L	5701 TOUHY AVENUE	NILES	IL
3122	L	1747 EAST-WEST ROAD	CALUMET CITY	IL
3123	L	3150 TONTI DRIVE	JOLIET	IL
3124	L	551 NORTH MILWAUKEE AVENUE	VERNON HILLS	IL
3165	L	5455 GLENWAY AVENUE	CINCINNATI	OH
3171	L	4483 US ROUTE 14	CRYSTAL LAKE	IL
3172	L	10690 DAVIDSON PLACE	MANASSAS	VA
3181	L	7900 PLAZA BOULEVARD, #100	MENTOR	OH
3182	L	110 MARKET DRIVE	ELYRIA	OH
3201	L	3670 EISENHOWER PARKWAY	MACON	GA
3208	L	8440 NORTH MADISON AVENUE	KANSAS CITY	MO
3210	L	18701 EAST 39TH STREET	INDEPENDENCE	MO
3220	L	3850 VENTURE DRIVE	DULUTH	GA
3222	L	1165 PERIMETER CENTER WEST	ATLANTA	GA
3228	L	SUITE D	CHARLOTTE	NC
3240	L	744 EAST JOYCE BLVD	FAYETTEVILLE	AR
3243	L	3834 MARKET CENTER DRIVE	TUPELO	MS
3268	L	751 GOOD HOMES ROAD	ORLANDO	FL
3280	L	704 SOUTH QUINTARD AVENUE	ANNISTON	AL
3297	L	SUITE H	SNELLVILLE	GA
3298	L	427 EAST 23RD STREET	PANAMA CITY	FL
3299	L	12020 METCALF AVENUE	OVERLAND PARK	KS
3301	L	1600 S. AZUSA AVENUE	CITY OF INDUSTRY	CA
3303	L	600 WEST HILLCREST DRIVE	THOUSAND OAKS	CA
3312	L	2735 SOUTH TOWNE AVENUE	POMONA	CA
3330	L	BOULEVARD	CHANDLER	AZ
3337	L	1515 SOUTH POWER ROAD	MESA	AZ
3341	L	7000 EAST MAYO BOULEVARD	PHOENIX	AZ
3357	L	1620 24TH AVENUE NW	NORMAN	OK
3362	L	7645 WEST BELL ROAD	PEORIA	AZ
3374	L	4100 KLOSE DRIVE	RICHMOND	CA
3380	L	BOULEVARD	COLORADO SPRINGS	CO
3394	L	24390 VILLAGE WALK PLACE	MURRIETA	CA
3402	L	BOULEVARD	PITTSBURG	CA
3406	L	9365 A THE LANDING DRIVE	DOUGLASVILLE	GA
3411	L	3295 BUFORD DRIVE, SUITE 100	BUFORD	GA
3416	L	1540 DOGWOOD DRIVE SE	CONYERS	GA
3421	L	1098 BULLSBORO DRIVE (HWY. 34)	NEWNAN	GA
3423	L	6560 20TH STREET	VERO BEACH	FL
3426	O	1670 EAST CAMELBACK ROAD	PHOENIX	AZ

Closing Stores

CLOSING STORES				
3501	L	10400 N. CENTRAL EXPRESSWAY	DALLAS	TX
3506	L	4945 LAPALCO BLVD.	MARRERO	LA
3507	L	2421 VETERANS MEMORIAL BLVD.	KENNER	LA
3511	L	8640 AIRLINE HIGHWAY	BATON ROUGE	LA
3551	L	BOULEVARD	GARFIELD HEIGHTS	OH
3552	L	61119 AIRPORT ROAD	SLIDELL	LA
3558	L	2501 WEST HAPPY VALLEY ROAD	PHOENIX	AZ
3575	L	7349 NORTHCLIFF AVENUE	BROOKLYN	OH
3580	L	2817 SOUTH MARKET STREET	GILBERT	AZ
3598	L	100	ACWORTH	GA
3604	L	5600 MERCURY DRIVE	DEARBORN	MI
3637	L	4612 BALDWIN ROAD	AUBURN HILLS	MI
3661	L	1675 B SUNRISE HIGHWAY	BAY SHORE	NY
3671	L	4345 HIGHWAY 9	FREEHOLD	NJ
3678	L	139 ALEXANDER AVENUE	LAKE GROVE	NY
3681	L	5500 SUNRISE HIGHWAY	MASSAPEQUA	NY
3683	L	2731 PALISADES CENTER DRIVE	WEST NYACK	NY
3685	L	7001 SUNRISE HIGHWAY	HOLBROOK	NY
3704	L	3430 JAMES-SANDERS BLVD.	PADUCAH	KY
3712	L	2190 W. 4TH STREET	MANSFIELD	OH
3714	L	AVENUE	LIVINGSTON	NJ
3722	L	1511 BOARDMAN ROAD	JACKSON	MI
3728	L	SOUTH	LAFAYETTE	IN
3749	L	6397 PATS RANCH ROAD	MIRA LOMA	CA
3758	L	1980 WEST FABYAN PARKWAY	BATAVIA	IL
3760	L	15433 WEST McDOWELL ROAD	GOODYEAR	AZ
3763	L	125 DISC DRIVE	SPARKS	NV
3766	L	1731 EAST BAYSHORE ROAD	PALO ALTO	CA
3778	L	1770-1778 GUN HILL ROAD	BRONX	NY
3784	L	1405 SOM CENTER RD	MAYFIELD HEIGHTS	OH
3790	L	111 SOUTH WEBER ROAD	BOLINGBROOK	IL
3794	L	1030 W. NORTH AVENUE	CHICAGO	IL
3795	L	E	KILDEER	IL
3802	L	1290 EAST IRELAND ROAD	SOUTH BEND	IN
3808	L	4127 HIGHWAY 75 NORTH	SHERMAN	TX
3809	L	DRIVE	MANSFIELD	TX
3818	L	1881 HILLIARD ROME ROAD	COLUMBUS	OH
3823	L	1037 CROSSINGS BLVD	SPRING HILL	TN
3829	L	12010 WEST 95TH STREET	LENEXA	KS
3860	L	2636 SOUTH-ADAMS ROAD	ROCHESTER HILLS	MI
4109	L	1500 GREENTREE BOULEVARD	CLARKSVILLE	IN
4126	L	9950 JOLIET ROAD	COUNTRYSIDE	IL
4195	L	100 WEST HIGGINGS ROAD	SOUTH BARRINGTON	IL

Closing Stores

ITEM #	LOC	ADDRESS/CITY	STATE
4200	L	2425 APALACHEE PARKWAY	TALLAHASSEE FL
4211	L	2169 TELEGRAPH ROAD	BLOOMFIELD MI
4224	L	8260 NORTH DITZLER AVENUE	KANSAS CITY MO
4228	L	27610 EUCALYPTUS AVENUE	MORENO VALLEY CA
4229	L	1007 COCHRAN ROAD	MORGAN HILL CA
4230	L	16685 SIERRA LAKES PARKWAY	FONTANA CA
4234	L	370 EAST RAND ROAD	ARLINGTON HEIGHTS IL
4240	L	10602 MELODY DRIVE EAST	NORTHGLENN CO
4243	L	26542 TOWNE CENTRE DRIVE	FOOTHILL RANCH CA
4245	L	9851 S. PARKER ROAD	PARKER CO
4248	L	2050 WEST UNIVERSITY DRIVE	MCKINNEY TX
4252	L	320 PEACHTREE PARKWAY	CUMMING GA
4257	L	10217 EAST SHELBY DRIVE	COLLIERVILLE TN
4268	L	1720 DOUGLAS ROAD	OSWEGO IL
4273	L	13585 TAMiami TRAIL NORTH	NAPLES FL
4278	L	9625 CROSSHILL BOULEVARD	JACKSONVILLE FL
4279	L	4749 JIMMY LEE SMITH PARKWAY	HIRAM GA
4300	L	43706 CHRISTY STREET	FREMONT CA
4301	L	1715 HACIENDA DRIVE	VISTA CA
4303	L	1560 GATEWAY BOULEVARD	FAIRFIELD CA
4310	L	BOULEVARD, SUITE G	CEDAR PARK TX
4312	L	3270 S. GULF FREEWAY	LEAGUE CITY TX
4314	L	21002 SOUTH ELLSWORTH LOOP	QUEEN CREEK AZ
4319	L	2951 WATSON BOULEVARD	WARNER ROBINS GA
4323	L	1600 FLATBUSH AVENUE	BROOKLYN NY
4324	L	4178 BUCKEYE PARKWAY	GROVE CITY OH
4338	L	12640 SOUTH FREEWAY	BURLESON TX
4501	L	3625 NORTH WEST EXPRESSWAY	OKLAHOMA CITY OK

Rent Reduction Stores

230	5353 ALMADEN EXPRESSWAY	SAN JOSE	CA
232	1880 SOUTH GRANT STREET	SAN MATEO	CA
233	111 EAST EL CAMINO REAL	SUNNYVALE	CA
234	2480 WHIPPLE ROAD	HAYWARD	CA
237	2805 SANTA ROSE AVENUE	SANTA ROSA	CA
239	3401 DALE ROAD	MODESTO	CA
240	5795 CHRISTIE AVENUE	EMERYVILLE	CA
241	4994 CLAREMONT AVENUE	STOCKTON	CA
242	1200 VAN NESS AVENUE	SAN FRANCISCO	CA
250	8211 LAGUNA BOULEVARD	ELK GROVE	CA
251	7980 ARCADIA BOULEVARD	CITRUS HEIGHTS	CA
252	2121 ARDEN WAY	SACRAMENTO	CA
253	303 GELLERT BOULEVARD	DALY CITY	CA
270	3778 SOUTH MARYLAND PARKWAY	LAS VEGAS	NV
271	4811 KIETZKE LANE	RENO	NV
272	5055 SAHARA AVENUE	LAS VEGAS	NV
401	4400 WEST SUNSET BOULEVARD	LOS ANGELES	CA
403	1251 FOURTH STREET	SANTA MONICA	CA
404	14600 OCEAN GATE AVENUE	HAWTHORNE	CA
405	8371 LA PALMA AVENUE	BUENA PARK	CA
406	39 NORTH ROSEMEAD BOULEVARD	PASADENA	CA
407	1407 WEST CHAPMAN AVENUE	ORANGE	CA
408	4950 FACULTY ROAD	LAKWOOD	CA
409	555 EAST HOSPITALITY DRIVE	SAN BERNARDINO	CA
410	19330 PLUMMER STREET	NORTHRIDGE	CA
411	39331 10TH STREET WEST	LANCASTER	CA
414	24001 EL TORO ROAD	LAGUNA HILLS	CA
416	7881 EDINGER AVENUE, SUITE A-150	HUNTINGTON BEACH	CA
417	5150 PLAZA LANE	MONTCLAIR	CA
419	21470 W. VICTORY BLVD.	WOODLAND HILLS	CA
420	2851 EASTLAND CENTER DRIVE	WEST COVINA	CA
421	13630 VICTORY BOULEVARD	VAN NUYS	CA
423	5355 NORTH BLACKSTONE AVENUE	FRESNO	CA
424	4230 CALIFORNIA AVENUE	BAKERSFIELD	CA
425	2415 VIA CAMPO AVENUE	MONTEBELLO	CA
427	11758 FIRESTONE BOULEVARD	NORWALK	CA
428	1839 SOUTH LA CIENEGA BOULEVARD	LOS ANGELES	CA
429	421 WEST ESPLANADE DRIVE	OXNARD	CA
432	1608 SWEETWATER ROAD	NATIONAL CITY	CA
433	8820 GROSSMONT BLVD.	LA MESA	CA
434	3331 ROSECRANS AVENUE	SAN DIEGO	CA
443	3998 CLAIREMONT MESA BOULEVARD	SAN DIEGO	CA
446	25415 CRENSHAW BOULEVARD	TORRANCE	CA
450	12133 MALL BOULEVARD	VICTORVILLE	CA
505	55 LUDWIG DRIVE	FAIRVIEW HEIGHTS	IL

Rent Reduction Stores

506	5610 SUEMANDY ROAD	ST. PETERS	MO
508	3888 IRVING MALL	IRVING	TX
509	15301 BELT LINE BOULEVARD, SUITE 11	DALLAS	TX
518	3321 ALAMO AVENUE	CINCINNATI	OH
518	11810 PINES BOULEVARD	PEMBROKE PINES	FL
519	4215 BLACK HORSE PIKE	MAYS LANDING	NJ
522	10136 TWO NOTCH ROAD	COLUMBIA	SC
530	6926 SOUTH LINDBERGH BOULEVARD	ST. LOUIS	MO
532	28 THF BOULEVARD	CHESTERFIELD	MO
533	4785 PARK 370 BOULEVARD	HAZELWOOD	MO
535	691 GRAVOIS BLUFF BOULEVARD	FENTON	MO
538	10025 ALMEDA GENOA ROAD	HOUSTON	TX
541	2680 SOUTH HIGHWAY 6	HOUSTON	TX
542	17727 TOMBALL PARKWAY	HOUSTON	TX
543	3300 N. CENTRAL EXPRESSWAY	PLANO	TX
544	3865 SOUTH COOPER STREET	ARLINGTON	TX
545	4820 SOUTHWEST LOOP, 820B	FT. WORTH	TX
546	3733 EMPORIUM CIRCLE	MESQUITE	TX
569	731 NORTH HIGHWAY 67	CEDAR HILL	TX
570	8108 G ABERCORN STREET	SAVANNAH	GA
571	10277 EAST ADAMO DRIVE	TAMPA	FL
576	1101 WOODLAND AVENUE	WYOMISSING	PA
589	2201 US HIGHWAY 70 SE	HICKORY	NC
593	4107 PORTSMOUTH BOULEVARD, SUITE 118	CHESAPEAKE	VA
597	10515 NORTH MOPAC EXPRESSWAY	AUSTIN	TX
598	5400 BRODIE LANE	SUNSET VALLEY	TX
700	7207 BUSTLETON AVENUE	PHILADELPHIA	PA
704	3000 FESTIVAL WAY	WALDORF	MD
711	400 WEST SWEDESFORD ROAD	BERWYN	PA
725	400 SOUTH STATE ROAD	SPRINGFIELD	PA
734	1450 NIXON DRIVE	MT. LAUREL	NJ
743	2510 WEST MORELAND ROAD	WILLOW GROVE	PA
759	400 MALL ROAD	BARBOURSVILLE	WV
762	39 RHL BOULEVARD	CHARLESTON	WV
766	2500 INTERNATIONAL SPEEDWAY BLVD.	DAYTONA BEACH	FL
784	11160 VIERS MILL ROAD	WHEATON	MD
785	150-A JENNIFER ROAD	ANNAPOLIS	MD
800	239 ROBERT C. DANIEL JR. PARKWAY	AUGUSTA	GA
802	6640 LOISDALE ROAD	SPRINGFIELD	VA
805	1321 HUGUENOT ROAD	MIDLOTHIAN	VA
814	14500 POTOMAC MILLS ROAD	WOODBRIDGE	VA
815	151 NORTH PETERS ROAD	KNOXVILLE	TN
817	110 S. INDEPENDENCE BOULEVARD	VIRGINIA BEACH	VA
820	4217 E. WEST WENDOVER AVENUE	GREENSBORO	NC
823	1508-B W. O. EZELL BOULEVARD	SPARTANBURG	SC

Rent Reduction Stores

824	1020 SHOPPERS WAY	LARGO	MD
827	4351 CREEKSIDE AVENUE	HOOVER	AL
828	18061 HIGHWOODS PRESERVE	TAMPA	FL
830	910 HAYNES MALL BOULEVARD	WINSTON-SALEM	NC
831	2651 EAST FRANKLIN BOULEVARD	GASTONIA	NC
832	6121 NORTH DAVIS HIGHWAY	PENSACOLA	FL
835	1900 VALLEY VIEW BOULEVARD NW	ROANOKE	VA
836	78 MOUNTAIN ROAD	GLEN BURNIE	MD
837	7915 SOUTH ORANGE BLOSSOM TRAIL	ORLANDO	FL
838	2728 EAST COLONIAL DRIVE	ORLANDO	FL
839	1140 EAST ALTAMONTE DRIVE	ALTAMONTE SPRINGS	FL
840	4601 CREEDMOOR ROAD	RALEIGH	NC
843	2088 GALLATIN PIKE NORTH	MADISON	TN
845	2109 MATTHEWS TOWNSHIP PARKWAY	MATTHEWS	NC
846	602-A QUINCE ORCHARD ROAD	GAITHERSBURG	MD
848	1700 NORTH FEDERAL HIGHWAY	FT. LAUDERDALE	FL
849	7700 NORTH KENDALL DRIVE, #400	MIAMI	FL
850	3400 WESTGATE DRIVE	DURHAM	NC
851	2204 HAMILTON PLACE BLVD.	CHATTANOOGA	TN
852	5075 MORGANTON ROAD, SUITE 160	FAYETTEVILLE	NC
854	6026 BALTIMORE NATIONAL PIKE	CATONSVILLE	MD
855	5900 UNIVERSITY DRIVE	HUNTSVILLE	AL
856	3725 AIRPORT BOULEVARD	MOBILE	AL
857	1702 NORTH DALE MABRY HIGHWAY	TAMPA	FL
859	20669 BISCAYNE BLVD., NE	MIAMI	FL
861	400 WEST 49TH STREET	HIALEAH	FL
862	1901 OKEECHOBEE BOULEVARD	WEST PALM BEACH	FL
863	6001 WEST SAMPLE ROAD	CORAL SPRINGS	FL
885	840 WOODS CROSSING ROAD	GREENVILLE	SC
866	1501 ROCKVILLE PIKE	ROCKVILLE	MD
867	4212 U.S. ROUTE 98 NORTH	LAKELAND	FL
868	7800 RIVERS AVENUE, SUITE B	CHARLESTON	SC
871	8045 GIACOSA DRIVE	MEMPHIS	TN
876	2066 TYRONE BOULEVARD NORTH	ST. PETERSBURG	FL
877	4600 SHELBYVILLE ROAD	LOUISVILLE	KY
878	8125 MALL ROAD	FLORENCE	KY
888	9563 SOUTH BOULEVARD	CHARLOTTE	NC
890	5718 COLUMBIA PIKE	BAILEYS CROSSROADS	VA
891	24244 HIGHWAY 19 N.	CLEARWATER	FL
892	9317 ATLANTIC BOULEVARD	JACKSONVILLE	FL
896	238 HARBISON BLVD	COLUMBIA	SC
897	4495 14TH STREET WEST	BRADENTON	FL
910	493 EAST KEMPER AVENUE	CINCINNATI	OH
913	6325 TACOMA DRIVE	PORT RICHEY	FL
921	299 SWANNANOA RIVER ROAD	ASHEVILLE	NC

Rent Reduction Stores

922	4380 CLEVELAND AVENUE	FT. MYERS	FL
949	1055 GRAPE STREET	WHITEHALL	PA
1600	259 BURGESS ROAD	HARRISONBURG	VA
1601	1731 CARL D. SILVER PARKWAY	FREDERICKSBURG	VA
1602	4910 S. BROADWAY	TYLER	TX
1603	406 WEST LOOP 821	LONGVIEW	TX
1607	1171 WESTERN BLVD.	JACKSONVILLE	NC
1608	5325 MARKET STREET	WILMINGTON	NC
1609	2580 SOUTH PLEASANT VALLEY ROAD	WINCHESTER	VA
1610	4909 WEST WACO DRIVE	WACO	TX
1614	1175 DANA DRIVE	REDDING	CA
1616	3423 CLEMSON BLVD., SUITE B	ANDERSON	SC
1618	905 PLAYA AVENUE	SAND CITY	CA
1624	1505 UNIVERSITY DRIVE EAST	COLLEGE STATION	TX
1627	2402 DAVID MCLEOD BLVD.	FLORENCE	SC
1638	1854 DELL RANGE BOULEVARD	CHEYENNE	WY
1645	345 FAITH ROAD	SALISBURY	NC
1681	1223 NORTH WESTOVER BLVD.	ALBANY	GA
1683	141 SIERRA DRIVE	ALTOONA	PA
1687	1729 MARTIN LUTHER KING BOULEVARD	HOUMA	LA
1693	48 COLONNADE WAY	STATE COLLEGE	PA
1695	20 SQUARE DRIVE	VICTOR	NY
3100	9900 WEST BROAD STREET	GLEN ALLEN	VA
3103	100 LINCOLN PLAZA	LANGHORNE	PA
3104	3350 BRUNSWICK PIKE	LAWRENCEVILLE	NJ
3108	820 SOUTHPARK BOULEVARD	COLONIAL HEIGHTS	VA
3108	555 MAINE MALL ROAD	SOUTH PORTLAND	ME
3111	1420 EAST GOLF ROAD	SCHAUMBURG	IL
3112	2900 HIGHLAND AVENUE	DOWNERS GROVE	IL
3113	7414 SOUTH CICERO AVENUE	CHICAGO	IL
3120	7001 CERMAK PLAZA	BERWYN	IL
3121	460 SOUTH STATE ROUTE 59	NAPERVILLE	IL
3125	340 W. ARMY TRAIL ROAD	BLOOMINGDALE	IL
3126	9231 WEST 159TH STREET	ORLAND HILLS	IL
3127	6124 WEST GRAND AVENUE	GURNEE	IL
3128	2757 EAST U.S. 30	MERRILLVILLE	IN
3129	1812 RANDALL ROAD	ALGONQUIN	IL
3131	2500 NORTH ELSTON AVENUE	CHICAGO	IL
3133	14141 ALDRICH AVENUE SOUTH	BURNSVILLE	MN
3134	1750 HIGHWAY 36 WEST, SUITE B	ROSEVILLE	MN
3135	8250 TAMARACK VILLAGE	WOODBURY	MN
3136	4260 WEST 78TH STREET	BLOOMINGTON	MN
3137	1940 EAST COUNTY ROAD D	MAPLEWOOD	MN
3139	1001 PLYMOUTH ROAD	MINNETONKA	MN
3140	3316 DIVISION STREET	ST. CLOUD	MN

Rent Reduction Stores

3141	3440 BERLIN TURNPIKE	NEWINGTON	CT
3142	230 HALE ROAD	MANCHESTER	CT
3143	1389 BOSTON POST ROAD	MILFORD	CT
3144	19-29 UNIVERSAL DRIVE	NORTH HAVEN	CT
3146	510 PARKER STREET	SPRINGFIELD	MA
3147	3124 VESTAL PARKWAY EAST	VESTAL	NY
3149	1 SANGERTOWN SQUARE MALL	NEW HARTFORD	NY
3150	9090 CAROUSEL CENTER DRIVE	SYRACUSE	NY
3151	3757 UNION ROAD	CHEEKTOWAGA	NY
3152	3040 SHERIDAN STREET	AMHERST	NY
3153	1020 MCKINLEY MALL	BLASDELL	NY
3154	140 GREECE RIDGE CENTER DRIVE	ROCHESTER	NY
3157	700 CENTER BOULEVARD	NEWARK	DE
3158	4130 CONCORD PIKE	WILMINGTON	DE
3159	33 HOLYOKE STREET	HOLYOKE	MA
3160	161 WASHINGTON AVENUE EXT.	ALBANY	NY
3164	2640 NORTH SALISBURY BOULEVARD	SALISBURY	MD
3166	680 MARKETPLACE DRIVE	BEL AIR	MD
3167	2601 WESTLAKE AVENUE	PEORIA	IL
3168	1500 EAST EMPIRE STREET	BLOOMINGTON	IL
3169	3051 WEST WABASH AVENUE	SPRINGFIELD	IL
3170	2006 NORTH PROSPECT	CHAMPAIGN	IL
3175	665 MAIN STREET	BROOKFIELD	WI
3176	4585 SOUTH 76TH STREET	GREENFIELD	WI
3177	2710-C SOUTH GREEN BAY ROAD	RACINE	WI
3184	450 COMMERCE DRIVE	MADISON	WI
3185	2301 EAST SPRINGS DRIVE	MADISON	WI
3186	5944 GRAPE ROAD	MISHAWAKA	IN
3187	4381 WHIPPLE AVENUE N.W.	CANTON	OH
3189	2700 MIAMISBURG-CENTERVILLE PIKE	DAYTON	OH
3192	8014 U.S. HIGHWAY 31	INDIANAPOLIS	IN
3193	5410 EAST 82ND STREET	INDIANAPOLIS	IN
3194	1343 NORTH NATIONAL ROAD	COLUMBUS	IN
3196	2720 TOWNE DRIVE	BEAVERCREEK	OH
3197	837 SOUTH ROAD	POUGHKEEPSIE	NY
3198	5460 EAST STATE STREET	ROCKFORD	IL
3200	5555 WHITTLESEY BOULEVARD	COLUMBUS	GA
3202	7001 NORTH WEST 4TH BLVD.	GAINESVILLE	FL
3203	4708 SOUTH TAMAMI TRAIL	SARASOTA	FL
3204	419-A MARY ESTER CUTOFF	FT. WALTON BEACH	FL
3205	5052 AIRPORT PULLING ROAD	NORTH NAPLES	FL
3206	5624 JOHNSTON STREET	LAFAYETTE	LA
3207	8575 N. W. 13TH TERRACE	MIAMI	FL
3212	4351 RIDGEMONT DRIVE	ABILENE	TX
3215	6920 WEST KELLOGG	WICHITA	KS

Rent Reduction Stores

Store	ADDRESS	CITY	STATE
3217	3600 SOUTH GLENSTONE AVENUE	SPRINGFIELD	MO
3218	6140 "O" STREET	LINCOLN	NE
3219	1901 BERNADETTE DRIVE, #2	COLUMBIA	MO
3226	545 COOL SPRINGS BOULEVARD	FRANKLIN	TN
3227	1401 PINEY PLAINS ROAD	CARY	NC
3229	4110 LOOP 250, NORTH	MIDLAND	TX
3230	1030 MALL LOOP ROAD	HIGH POINT	NC
3233	4500 SAN FELIPE STREET	HOUSTON	TX
3234	3402 SOUTHWEST 36TH TERRACE	OCALA	FL
3237	515 NORTH CONGRESS AVENUE	BOYNTON BEACH	FL
3238	7091 YOUREE DRIVE	SHREVEPORT	LA
3241	2550 NORTH WEST FEDERAL HIGHWAY	JENSEN BEACH	FL
3242	3060 SOUTH EVANS STREET	GREENVILLE	NC
3244	1271 COBB CORNER DRIVE	ROCKY MOUNT	NC
3246	550 SEABOARD STREET	MYRTLE BEACH	SC
3247	3211 PEOPLES STREET, SPACE A	JOHNSON CITY	TN
3249	12300 WEST SUNRISE BOULEVARD	PLANTATION	FL
3252	1740 IDLE HOUR ROAD	KINGSPORT	TN
3253	1455 LAKE WOODLAND DRIVE	THE WOODLANDS	TX
3254	16742 SOUTHWEST FREEWAY	SUGAR LAND	TX
3255	790 NORTH HIGHWAY 190	COVINGTON	LA
3260	5313 EAST 41ST STREET	TULSA	OK
3262	3121 LAWRENCE ROAD	WICHITA FALLS	TX
3263	120 SUNDANCE PARK	ROUND ROCK	TX
3264	2930 PRESTON ROAD, SPACE F	FRISCO	TX
3269	6918 GUNN HIGHWAY	TAMPA	FL
3270	15210 CROSSROADS PARKWAY	GULFPORT	MS
3274	2990 EAST PRIEN LAKE ROAD	LAKE CHARLES	LA
3276	2819 WILMA RUDOLF ROAD	CLARKSVILLE	TN
3281	2700 MARTHA BERRY HIGHWAY NE	ROME	GA
3283	2821 MONTGOMERY HIGHWAY	DOOTHAN	AL
3284	1000 TURTLE CREEK ROAD	HATTIESBURG	MS
3285	3000 EAST HIGHLAND DRIVE, SUITE 400	JONESBORO	AR
3289	450 E. MERRITT ISLAND CAUSEWAY	MERRITT ISLAND	FL
3302	72369 HIGHWAY 111	PALM DESERT	CA
3304	4380 NORTH ORACLE ROAD	TUCSON	AZ
3305	5530 E. BROADWAY BLVD.	TUCSON	AZ
3306	3930 SOUTH MOONEY BOULEVARD	VISALIA	CA
3307	4400 CUTLER AVE. NE	ALBUQUERQUE	NM
3309	1101 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA
3310	25610 N. THE OLD ROAD	STEVENSON RANCH	CA
3311	12260 FOOTHILL BOULEVARD	RANCHO CUCAMONGO	CA
3313	13752 JAMBOREE ROAD	IRVINE	CA
3315	1638 NE 102ND AVENUE	PORTLAND	OR
3316	1772 JANTZEN BEACH CENTER	PORTLAND	OR

Rent Reduction Stores

3317	530 SW EVERETT MALL WAY	EVERETT	WA
3318	2800 196TH STREET, SW	LYNWOOD	WA
3319	15600 N.E. 8TH STREET	BELLEVUE	WA
3321	4124 TACOMA MALL BOULEVARD	TACOMA	WA
3322	2041 WHITMAN AVENUE	CHICO	CA
3323	9180 S.W. HALL BLVD.	TIGARD	OR
3324	10722 SE 82ND AVENUE	PORTLAND	OR
3326	3944 MERIDIAN STREET	BELLINGHAM	WA
3327	11710 CARMEL MOUNTAIN ROAD, SUITE 248	SAN DIEGO	CA
3329	333 NORTH EL CAMINO ROAD	ENCINITAS	CA
3331	7701 N. DIVISION STREET	SPOKANE	WA
3332	2730 GATEWAY LOOP	SPRINGFIELD	OR
3333	519 MEDFORD ROAD	MEDFORD	OR
3334	542 NORTH MILWAUKEE STREET	BOISE	ID
3336	223 ANDOVER PARK EAST	TUKWILA	WA
3338	2815 CAPITOL MALL DRIVE, SW	OLYMPIA	WA
3339	9250 SHERIDAN BOULEVARD	WESTMINSTER	CO
3340	345 N. ACADEMY BLVD.	COLORADO SPRINGS	CO
3342	9991 MICELBERRY ROAD, NW	SILVERDALE	WA
3343	1505 SOUTH COLORADO BLVD.	DENVER	CO
3344	1450 S. ABILINE STREET	AURORA	CO
3345	8575 SOUTH QUEBEC STREET	LITTLETON	CO
3346	5155 SOUTH WADSWORTH BLVD.	LITTLETON	CO
3347	10750 W. COLFAX AVE.	LAKEWOOD	CO
3348	2600 PEARL STREET	BOULDER	CO
3349	1093 WEST RIVERDALE ROAD	RIVERDALE	UT
3350	724 EAST 2100 SOUTH	SALT LAKE CITY	UT
3351	1340 EAST PARK CENTRE DRIVE	SALT LAKE CITY	UT
3352	360 WEST ST. & 1300 S. ST.	OREM	UT
3353	7156 SOUTH PLAZA CENTER DRIVE	WEST JORDAN	UT
3354	98-145 KAONOHİ STREET	AIEA	HI
3360	5660 SEPULVEDA BLVD.	CULVER CITY	CA
3361	118 S. MARYLAND AVENUE	GLENDALE	CA
3364	123 ORANGEFAIR MALL	FULLERTON	CA
3365	561 NORTH STEPHANIE STREET	HENDERSON	NV
3366	PLAZA DEL CARIBE MALL #2 ST. KM 227.9	PONCE	PR
3369	100 AVENUE SAN PATRICIO	GUAYNABO	PR
3372	80 CARRIZALES	HATILLO	PR
3373	2180 BELLFLOWER BLVD.	LONG BEACH	CA
3375	10251 FAIRWAY DRIVE	ROSEVILLE	CA
3376	4414 SOUTH COLLEGE AVENUE	FT. COLLINS	CO
3377	1951 S. 25TH EAST STREET	AMMON	ID
3378	10420 COORS BOULEVARD	ALBUQUERQUE	NM
3379	2541 HIGHWAY 6 & 50	GRAND JUNCTION	CO
3381	4320 FREEWAY NORTH	PUEBLO	CO

Rent Reduction Stores

3382	15104 EAST INDIANA AVENUE	SPOKANE	WA
3390	16511 NORTH WASHINGTON	THORNTON	CO
3401	40480 WINCHESTER ROAD	TEMECULA	CA
3403	18700 VETERANS BOULEVARD, UNIT 13	PORT CHARLOTTE	FL
3405	1400 GLADES ROAD, BAY 140 BE	BOCA RATON	FL
3409	9041 SOUTHSIDE BOULEVARD	JACKSONVILLE	FL
3418	1101 W.P. BALL BOULEVARD	SANFORD	FL
3425	7781 WEST TROPICAL PARKWAY	LAS VEGAS	NV
3428	1531 FROOM RANCH WAY	SAN LUIS OBISPO	CA
3502	6001 NW LOOP 410, SUITE 108	SAN ANTONIO	TX
3504	5425 SOUTH PADRE ISLAND DRIVE, #135	CORPUS CHRISTI	TX
3505	1451 WEST PIPELINE ROAD	HURST	TX
3508	1409 WEST I-240 SERVICE ROAD	OKLAHOMA CITY	OK
3510	9027 EAST 71ST STREET SOUTH	TULSA	OK
3512	507 WEST EXPRESSWAY 83	MCALLEN	TX
3513	3000 PABLO KISEL BOULEVARD, #100	BROWNSVILLE	TX
3514	2510 SONCY ROAD	AMARILLO	TX
3515	7669 HIGHWAY 70 SOUTH	NASHVILLE	TN
3516	250 NORTH KIMBALL AVENUE	SOUTHLAKE	TX
3518	3340 CYPRESS PLANTATION TRAIL	RALEIGH	NC
3520	13350 EAST FREEWAY	HOUSTON	TX
3521	1045 E. COUNTY LINE ROAD	JACKSON	MS
3522	325 CONEFLOWER DRIVE	GARLAND	TX
3525	10570 FOREST HILL BOULEVARD EAST	WELLINGTON	FL
3527	3137 SILVERLAKE DRIVE	PEARLAND	TX
3529	128 WOODCUTTER STREET	EXTON	PA
3549	11732 WEST BROAD STREET	GLEN ALLEN	VA
3550	1140 WOODRUFF ROAD	GREENVILLE	SC
3554	7705 MARKET PLACE DRIVE	AURORA	OH
3556	9733 EAST ROOSEVELT BOULEVARD	PHILADELPHIA	PA
3560	13199 CÓRTEZ BOULEVARD	BROOKSVILLE	FL
3561	4155 MILLENIUM BOULEVARD	ORLANDO	FL
3562	8210 CONCORD MILLS BOULEVARD	CONCORD	NC
3564	13730 N. PENNSYLVANIA AVENUE	OKLAHOMA CITY	OK
3569	3401 NORTH MIAMI AVENUE, UNIT H	MIAMI	FL
3570	2900 BELCREST CENTER DRIVE	HYATTSVILLE	MD
3572	8655-8671 LYRA DRIVE	COLUMBUS	OH
3578	6592 LAKE WORTH BOULEVARD	LAKE WORTH	TX
3577	959 EAST INTERSTATE 30	ROCKWALL	TX
3579	100 MEYERLAND PLAZA MALL	HOUSTON	TX
3581	7950 EAST 49TH AVENUE	DENVER	CO
3582	78825 HIGHWAY 111	LA QUINTA	CA
3584	1286 INTERSTATE HIGHWAY 35 NORTH	NEW BRAUNFELS	TX
3586	30491 AVENIDA DE LAS FLORES	RANCHO SANTA MARGARITA	CA
3587	4413 BIRKLAND PLACE	EASTON	PA

Rent Reduction Stores

3588	9600 SOUTH INTERSTATE HIGHWAY 35	AUSTIN	TX
3589	6680 SOUTHCREST PARKWAY	SOUTHAVEN	MS
3590	495 CHAMBERLAIN HIGHWAY	MERIDEN	CT
3591	1015 MAIN STREET	WARRINGTON	PA
3592	228 COLONY PLACE	PLYMOUTH	MA
3595	400 NORTH ALAFAYA TRAIL	ORLANDO	FL
3597	1591 BEAVER CREEK COMMONS DRIVE	APEX	NC
3599	8B ALLSTATE ROAD	DORCHESTER	MA
3601	1360 SOUTH WASHINGTON STREET	NORTH ATTLEBORO	MA
3602	70 WORCESTER PROVIDENCE PK	MILLBURY	MA
3603	3547 WASHTENAW AVENUE	ANN ARBOR	MI
3606	14105 HALL ROAD	SHELBY TOWNSHIP	MI
3607	20550 13 MILE ROAD	ROSEVILLE	MI
3608	43525 WEST OAKS DRIVE	NOVI	MI
3611	23351 EUREKA ROAD	TAYLOR	MI
3613	36300 WARREN ROAD	WESTLAND	MI
3614	2582 SAWMILL PLACE BLVD.	COLUMBUS	OH
3615	4056 MORSE ROAD	COLUMBUS	OH
3616	2885 GENDER ROAD	COLUMBUS	OH
3617	9931 MOUNTAIN VIEW DRIVE	WEST MIFFLIN	PA
3618	3475 WILLIAM PENN HIGHWAY	PIITTSBURGH	PA
3619	7219 MCKNIGHT ROAD	PIITTSBURGH	PA
3621	225 NORTH BURKHARDT ROAD	EVANSVILLE	IN
3622	12130 ROYAL POINT DRIVE	CINCINNATI	OH
3624	20 COON RAPIDS BOULEVARD	COON RAPIDS	MN
3625	707 US HIGHWAY 41	SCHERERVILLE	IN
3626	2380 NILES-CORTLAND ROAD S/E	WARREN	OH
3627	7667 ARUNDEL MILLS BOULEVARD	HANOVER	MD
3628	5606 BUCKEYSTOWN PIKE	FREDERICK	MD
3629	7230 MARKET STREET	BOARDMAN	OH
3630	2970 TITTABAWASSEE ROAD	SAGINAW	MI
3631	4071 MILLER ROAD	FLINT	MI
3632	3410 ALPINE AVENUE	WALKER	MI
3633	4600 28TH STREET SE	KENTWOOD	MI
3634	6026 WESTNEDGE AVENUE	PORTAGE	MI
3635	5501 WEST SAGINAW HWY.	LANSING	MI
3638	17766 GARLAND GROH BOULEVARD	HAGERSTOWN	MD
3639	12140 JEFFERSON AVENUE	NEWPORT NEWS	VA
3640	1589 CROSSWAYS BOULEVARD	CHESAPEAKE	VA
3641	41 ASHBROOK ROAD	KEENE	NH
3645	5300 SAN DARIO, SUITE 2205	LAREDO	TX
3648	90 STEPHEN KING DRIVE, SUITE 3	AUGUSTA	ME
3654	4635 WEST COLLEGE AVENUE	GRAND CHUTE	WI
3659	536 FORT EVANS ROAD NE	LEESBURG	VA
3662	5065 MAIN STREET	TRUMBULL	CT

Rent Reduction Stores

3663	369 GATEWAY DRIVE	BROOKLYN	NY
3664	625 ATLANTIC AVENUE	BROOKLYN	NY
3666	605 GRAND CENTRAL AVE. (RT. 14)	VIENNA	WV
3668	110 FEDERAL ROAD	DANBURY	CT
3669	327 ROUTE 18	EAST BRUNSWICK	NJ
3670	90 STATE HIGHWAY, ROUTE 36	EATONTOWN	NJ
3672	1504 OLD COUNTRY ROAD	WESTBURY	NY
3674	217 BETHPAGE ROAD	HICKSVILLE	NY
3675	4759 29TH STREET, SUITE B	GREELEY	CO
3677	630 U.S. HIGHWAY 441	LADY LAKE	FL
3679	52 EAST 14TH STREET, #64	NEW YORK	NY
3680	2232 BROADWAY STREET	NEW YORK	NY
3682	109 DUNNING ROAD	MIDDLETOWN	NY
3684	240 ROUTE 17 NORTH	PARAMUS	NJ
3686	9605 QUEENS BOULEVARD	REGO PARK	NY
3687	461 ROUTE 10, SUITE 28	LEDGEWOOD	NJ
3688	3129 KENNEDY BOULEVARD	NORTH BERGEN	NJ
3689	711 STATE ROUTE 28 WEST	BRIDGEWATER	NJ
3690	444 CONNECTICUT AVENUE	NORWALK	CT
3691	2505-2535 RICHMOND AVENUE	STATEN ISLAND	NY
3692	550 ROUTE 70	BRICK	NJ
3693	2700A ROUTE 22 EAST	UNION	NJ
3694	650 WEST SUNRISE HIGHWAY	VALLEY STREAM	NY
3695	519 ROUTE 46	WAYNE	NJ
3696	5 CITY PLACE	WHITE PLAINS	NY
3697	136-03 20TH AVENUE	COLLEGE POINT	NY
3698	479 GREEN STREET	WOODBRIDGE	NJ
3699	750 CENTRAL PARK AVENUE	YONKERS	NY
3700	2990 EAST MAIN STREET	CORTLANDT MANOR	NY
3701	291 E. COLISEUM BOULEVARD	FT. WAYNE	IN
3702	4233 SOUTH US 41	TERRE HAUTE	IN
3705	6645 AIRPORT HIGHWAY	HOLLAND	OH
3706	5125 JONESTOWN ROAD	LOWER PAXTON	PA
3707	1700 FRUITVILLE PIKE	LANCASTER	PA
3708	2980 WHITEFORD ROAD	YORK	PA
3710	11A CHUVET DRIVE	NORTH FAYETTE	PA
3711	5725 HARVEY STREET	MUSKEGON	MI
3713	12635 FELCH STREET, SUITE 20	HOLLAND	MI
3720	5800 CARLISLE PIKE	MECHANICSBURG	PA
3721	46301 POTOMAC RUN PLAZA, #120	STERLING	VA
3724	607 BROADWAY, ROUTE 1 SOUTH	SAUGUS	MA
3725	1350 DUPONT HIGHWAY	DOVER	DE
3731	502-12 86TH STREET	BROOKLYN	NY
3732	15 MARSHALL AVENUE	WILLISTON	VT
3733	4130 MALL DRIVE	STEUBENVILLE	OH

Rent Reduction Stores

3734	4948 MONROE STREET	TOLEDO	OH
3735	8520-C LEESBURG PIKE	VIENNA	VA
3736	3500 SOUTH MERIDIAN, #760	PUYALLUP	WA
3738	2148 NORTH 2ND STREET	MILLVILLE	NJ
3740	668 STILLWATER AVENUE	BANGOR	ME
3742	521 EMILY DRIVE	CLARKSBURG	WV
3743	11481 FOUNTAIN DRIVE	MAPLE GROVE	MN
3744	7451 PEACH STREET	ERIE	PA
3746	430 TOWN CENTRE DRIVE	JOHNSTOWN	PA
3748	1232 SOUTH CASTLE DOME AVENUE	YUMA	AZ
3750	50500 VALLEY FRONTAGE ROAD	ST. CLAIRSVILLE	OH
3752	9860 BROOK ROAD	GLEN ALLEN	VA
3754	1430 TAPTEAL DRIVE	RICHLAND	WA
3764	1202 NEW BRUNSWICK AVENUE	PHILLIPSBURG	NJ
3767	1585 SOUTH BRENTWOOD BOULEVARD	BRENTWOOD	MO
3768	100 COMMERCIAL ROAD	LEOMINSTER	MA
3769	270 LOUDON ROAD	CONCORD	NH
3770	70 TAUNTON DEPOT DRIVE	TAUNTON	MA
3771	205 SERPA DRIVE	FOLSOM	CA
3774	265 EAST ASH AVENUE	DECATUR	IL
3776	8175 MOVIE DRIVE	BRIGHTON	MI
3779	136 ELM STREET	ENFIELD	CT
3780	2231 SIR BARTON WAY STREET, UNIT 110	LEXINGTON	KY
3783	102 ALAN WOOD ROAD	CONSHOHOCKEN	PA
3792	2226 NORTH RICHMOND ROAD	MCHENRY	IL
3797	4535 CANAL SW	GRANDVILLE	MI
3810	2020 SOUTH EXPRESSWAY 83	HARLINGEN	TX
3815	5000 KATY MILLS CIRCLE	HOUSTON	TX
3830	4990 ATLAMA AVENUE	BRUNSWICK	GA
3831	MARKETPLACE DRIVE & AMELIA DRIVE	HENRIETTA	NY
3832	103 WAGNER ROAD	MONACA	PA
3844	4110 WEST OX ROAD, SUITE 12124	FAIRFAX	VA
3845	2000 CLEMENTS BRIDGE ROAD	WOODBURY	NJ
3846	7951 EASTCHASE PARKWAY	MONTGOMERY	AL
3847	1800 MCFARLAND BOULEVARD SOUTH, STE 520C	TUSCALOOSA	AL
3848	1910 NORTH DAVIS ROAD	SALINAS	CA
3849	7010 FOREST PRESERVE DRIVE	NORRIDGE	IL
3850	639 EAST BOUGHTON ROAD	BOLINGBROOK	IL
3851	32399 JOHN R ROAD	MADISON HEIGHTS	MI
3852	6035 ULALI DRIVE	KEIZER	OR
3853	4627 GREENWAY DRIVE	KNOXVILLE	TN
3854	6115 EASTEX FREEWAY	BEAUMONT	TX
3855	811 SUNLAND PARK	EL PASO	TX
3856	1001A WEST BAY AREA BOULEVARD	WEBSTER	TX
3857	20131 HIGHWAY 59 N, SUITE 8, SPACE 2290	HUMBLE	TX

Rent Reduction Stores

3858	14623 IH 35 NORTH	LIVE OAK	TX
3859	2492 SOUTH ONEIDA	ASHWAUBENON	WI
3862	395 WESTGATE DRIVE	BROCKTON	MA
3864	1965 BROADWAY	NEW YORK	NY
3865	1614 CLARK STREET ROAD	AUBURN	NY
3878	835 EAST BIRCH STREET	BREA	CA
3882	201 EAST CENTRAL TEXAS PKWY, STE 21	HARKER HEIGHTS	TX
3883	350 S. LYCOMING MALL ROAD	MUNCY	PA
4101	772 BETHLEHEM PIKE	MONTGOMERYVILLE	PA
4105	620 COMMERCE BOULEVARD	DICKSON CITY	PA
4108	3420 WILKES-BARRE TOWNSHIP COMMONS	WILKES-BARRE	PA
4110	4-6 NEWBURY STREET, ROUTE 1	DANVERS	MA
4111	65 MYSTIC AVENUE	SOMERVILLE	MA
4112	84 MIDDLESEX TURNPIKE	BURLINGTON	MA
4113	179 WEST HIGHLAND AVE - RT.6	SEEKONK	MA
4114	140 HILLSIDE ROAD	CRANSTON	RI
4115	224 DANIEL WEBSTER HWY	NASHUA	NH
4116	1700 WOODBURY AVENUE	PORTSMOUTH	NH
4119	250 GRANITE STREET	BRAINTREE	MA
4120	428 SOUTH BROADWAY	SALEM	NH
4121	1398 WORCESTER STREET	NATICK	MA
4122	1775 WASHINGTON STREET	HANOVER	MA
4123	456 STATE ROAD, ROUTE 6	NORTH DARTMOUTH	MA
4124	1100 S. WILLOW STREET	MANCHESTER	NH
4130	2551 WEST OSCEOLA PARKWAY	KISSIMMEE	FL
4131	2210 DANIELS STREET	MANTECA	CA
4132	2821 COUNTRYSIDE DRIVE	TURLOCK	CA
4134	801 GOUCHE BOULEVARD	TOWSON	MD
4135	3780 VETERANS MEMORIAL BOULEVARD	METAIRIE	LA
4136	1843 PINE ISLAND ROAD, NE	CAPE CORAL	FL
4139	901 SPRING STREET	SIGNAL HILL	CA
4143	465 BERLIN CROSS KEYS ROAD	SICKLERVILLE	NJ
4144	901 NORLAND AVENUE	CHAMBERSBURG	PA
4147	111 HAMILTON CROSSING DRIVE	ALCOA	TN
4150	3931 FAIRWAY PLAZA DRIVE	PASADENA	TX
4176	745 WEST HUNTINGTON DRIVE	MONROVIA	CA
4179	130 NUT TREE PARKWAY	VACAVILLE	CA
4201	1700 WEST NEW HAVEN ROAD	MELBOURNE	FL
4202	1120 NORTH MILITARY HIGHWAY	NORFOLK	VA
4212	521 5TH AVENUE	NEW YORK	NY
4232	COLONIAL SQUARE TOWN CENTER	FORT MYERS	FL
4233	1754 US 27 NORTH	SEBRING	FL
4242	12325 SEAL BEACH BOULEVARD	SEAL BEACH	CA
4246	9330 MALL OF LOUISIANA BLVD, SUITE 100	BATON ROUGE	LA
4247	2315 COLORADO BOULEVARD	DENTON	TX

Rent Reduction Stores

4249	8725 MEMORIAL BOULEVARD	PORT ARTHUR	TX
4256	1501 JOHNNIE DOBBS BOULEVARD	MT. PLEASANT	SC
4261	1530 COUNTRY ROUTE 64	HORSEHEADS	NY
4271	1 PATRIOT PLACE, SOUTH PLAZA	FOXBORO	MA
4272	123 ROUTE 101A	AMHERST	NH
4275	8551 COOPER CREEK BLVD	SARASOTA	FL
4276	1763 NW ST. LUCKE WEST BLVD	PORT ST. LUCIE	FL
4302	2217 QUIMBY ROAD	SAN JOSE	CA
4305	401 N. 1ST STREET	BURBANK	CA
4307	2730 LEGENDS PARKWAY	PRATTVILLE	AL
4308	901 MANHATTAN BOULEVARD	HARVEY	LA
4309	2201 MEMORIAL DRIVE	ALEXANDRIA	LA
4313	1020 WEST IMPERIAL HIGHWAY	LA HABRA	CA
4317	5904 BARNES ROAD	COLORADO SPRINGS	CO
4320	4520 FRONTAGE ROAD NW	CLEVELAND	TN
4321	4531 SOUTH LABURNUM AVE	IRICHMOND	VA
4336	1030 TORRINGFORD STREET	TORRINGTON	CT
4502	715 HEBRON PARKWAY	LEWISVILLE	TX
4503	321 NW, LOOP 410	SAN ANTONIO	TX
4505	110 MARKHAM PARK DRIVE	LITTLE ROCK	AR
4506	4339 WARDEN ROAD	N. LITTLE ROCK	AR
4507	1664 COMMERCIAL WAY	SANTA CRUZ	CA
4508	1313-D GEORGE DEITER DRIVE	EL PASO	TX
4510	6701 SLIDE STREET	LUBBOCK	TX

EXHIBIT A-1

AMENDMENTS TO SERVICES AGREEMENT

**FIRST AMENDMENT TO REAL ESTATE CONSULTING AND
ADVISORY SERVICES AGREEMENT**

This First Amendment to Real Estate Consulting and Advisory services Agreement (the "First Amendment") is entered into as of February 10, 2009, by and between DJM Asset Management, LLC (the "Consultant"), and Circuit City Stores, Inc. and certain of its affiliated entities (collectively the "Company" or the "Debtor").

Recitals:

- A. As of November 19, 2008, the Consultant and the Company entered into a Real Estate Consulting and Advisory Services Agreement (the "Agreement").
- B. The parties wish to amend the Agreement to provide for the disposition of additional Properties.
- C. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Exhibit A to the Agreement is hereby deleted and replaced its entirety with the Exhibit A attached to this First Amendment. Accordingly, the term "Leases" shall refer to the leased properties described on Exhibit A to this First Amendment and the term "Owned Properties" shall mean the owned real estate described on Exhibit A to this First Amendment.
2. The Company hereby directs the Consultant to provide services for the termination, assignment or other disposition of all of the Leases and Owned Properties in accordance with the terms of the Agreement.
3. Except as amended hereby the Agreement shall remain in full force and effect.

[Signatures appear next page.]

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement as of the date first above written.

Accepted and Agreed to:

Circuit City Stores, Inc.



By: *James Marcus*
Title: *Acting CEO*
Dated: February 10, 2009

Accepted and Agreed to:

DJM Asset Management, LLC

By:
Title:
Dated: February __, 2009

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement as of the date first above written.

Accepted and Agreed to:

Circuit City Stores, Inc.

By:

Title:

Dated: February , 2009

Accepted and Agreed to:

DJM Asset Management, LLC

Edward P. Zinner

By: Edward P. Zinner

Title: SR. MANAGING DIRECTOR

Dated: February , 2009

Exhibit "A"

PROPERTIES

See attached 18 pages

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
Stock	City Name	Address	City	State	Building #
1	Stockton	5353 Almaden Expressway	San Jose	CA	36,802
2	Almaden Plaza	1880 South Grant Street	San Mateo	CA	31,015
3	230 San Mateo	111 East El Camino Real	Sunnyvale	CA	31,264
4	232 San Mateo	2480 Whipple Road	Hayward	CA	33,862
5	233 Sunnyvale/Nob Hill	2805 Santa Rose Avenue	Santa Rosa	CA	28,183
6	234 Hayward Ss	3401 Date Road	Modesto	CA	32,979
7	235 Santa Rosa Ss	3795 Christie Avenue	Emeryville	CA	29,823
8	236 Modesto Ss	4994 Claremont Avenue	Stockton	CA	33,904
9	237 Stockton	1200 Van Ness Avenue	San Francisco	CA	33,056
10	238 Van Ness Ss	8211 Laguna Boulevard	Elk Grove	CA	33,913
11	239 Florin/Elk Grove	7980 Arcadia Boulevard	Citrus Heights	CA	46,455
12	240 Citrus Heights	2121 Arden Way	Sacramento	CA	31,608
13	241 Arden Way Ss	303 Geillet Boulevard	Daly City	CA	36,436
14	242 Daly City	3778 South Maryland Parkway	Las Vegas	NV	32,983
15	243 Boulevard Mall	4811 Kietzke Lane	Reno	NV	43,876
16	244 Reno	5055 Sahara Avenue	Las Vegas	NV	35,472
17	245 Las Vegas II	4400 West Sunset Boulevard	Los Angeles	CA	28,135
18	246 Hollywood	1251 Fourth Street	Santa Monica	CA	32,117
19	247 Santa Monica	14600 Ocean Gate Avenue	Hawthorne	CA	33,865
20	248 Torrance Ss	8371 La Palma Avenue	Buena Park	CA	36,968
21	249 Buena Park Ss	39 North Rosemead Boulevard	Pasadena	CA	30,473
22	250 Pasadena Ss	55 BEACON PLACE	Pasadena	CA	
23	251 Pasadena Roadshop/Parking Lot	1407 West Chapman Avenue	Orange	CA	30,410
24	252 Orange	4950 Faculty Road	Lakewood	CA	42,364
25	253 Lakewood	555 East Hospitality Drive	San Bernardino	CA	38,940
26	254 San Bernardino Ss	19330 Plummer Street	Northridge	CA	32,836
27	255 Northridge Ss	39331 10Th Street West	Lancaster	CA	32,889
28	256 Lancaster	24001 El Toro Road	Laguna Hills	CA	45,489
29	257 Laguna Hills	7881 Edlinger Avenue, Suite A-150	Huntington Beach	CA	34,029
30	258 Huntington Beach Ss	5150 Plaza Lane	Montclair	CA	40,670
31	259 Montclair	21470 W. Victory Blvd.	Woodland Hills	CA	44,290
32	260 Woodland Hills	2851 Eastland Center Drive	West Covina	CA	33,476
33	261 West Covina Ss	13630 Victory Boulevard	Van Nuys	CA	28,542
34	262 Van Nuys	5355 North Blackstone Avenue	Fresno	CA	38,127
35	263 Fresno Ss	4230 California Avenue	Bakersfield	CA	39,812
36	264 Bakersfield				

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
37	425 Montebello	2415 Via Campo Avenue	Montebello	CA	45,063
38	427 Norwalk	11758 Firestone Boulevard	Norwalk	CA	34,746
39	428 La Cienega	1839 South La Cienega Boulevard	Los Angeles	CA	26,841
40	429 Ventura Ss	421 West Esplanade Drive	Oxnard	CA	33,150
41	432 National City	1608 Sweetwater Road	National City	CA	30,007
42	433 Grossmont Ss	8820 Grossmont Blvd.	La Mesa	CA	39,232
43	434 Point Loma	3331 Rosecrans Avenue	San Diego	CA	36,053
44	443 Clairemont	3998 Clairemont Mesa Boulevard	San Diego	CA	35,898
45	446 Palos Verdes	25415 Crenshaw Boulevard	Torrance	CA	33,216
46	450 Victorville	12133 Mall Boulevard	Victorville	CA	33,345
47	505 Fairview Heights	55 Ludwig Drive	Fairview Heights	IL	31,469
48	506 St Peters Ss	5610 Suemandy Road	St. Peters	MO	34,202
49	508 Irving Ss	3888 Irving Mall	Irving	TX	32,918
50	509 Prestonwood	5301 Belt Line Boulevard, Suite 11	Dallas	TX	31,247
51	516 Highland Ss	3321 Alamo Avenue	Cincinnati	OH	33,860
52	518 Pembroke Pines	11810 Pines Boulevard	Pembroke Pines	FL	31,557
53	519 Atlantic City Ss	4215 Black Horse Pike	Mays Landing	NJ	34,157
54	522 SPARKLEBERRY SQUARE	10136 Two Notch Road	Columbia	SC	33,138
55	530 South County	6926 South Lindbergh Boulevard	St. Louis	MO	31,870
56	532 Chesterfield Commons	28 Thir Boulevard	Chesterfield	MO	32,952
57	533 Bridgeton Ss	4785 Park 370 Boulevard	Hazelwood	MO	35,050
58	535 Gravois	691 Gravois Bluff Boulevard	Fenton	MO	32,804
59	538 Almeda Ss	10025 Almeda Genoa Road	Houston	TX	20,304
60	541 West Oaks	2680 South Highway 6	Houston	TX	31,940
61	542 Willowbrook Ss	17727 Tomball Parkway	Houston	TX	34,812
62	543 Piano	3300 N. Central Expressway	Piano	TX	43,463
63	544 S Arlington Ss	3865 South Cooper Street	Arlington	TX	38,862
64	545 Huller	4820 Southwest Loop, 820B	Ft. Worth	TX	31,492
65	546 Mesquite	3733 Emporium Circle	Mesquite	TX	42,870
66	569 Cedar Hill Ss	731 North Highway 67	Cedar Hill	TX	32,800
67	570 Savannah Ss	8108 G Abercorn Street	Savannah	GA	33,698
68	571 Brandon	10277 East Adamo Drive	Tampa	FL	31,479
69	576 Reading	1101 Woodland Avenue	Wyomissing	PA	32,272
70	589 Hickory	2201 US Highway 70 Se	Hickory	NC	29,641
71	593 Chesapeake	4107 Portsmouth Boulevard, Suite 118	Chesapeake	V/A	32,653
72	597 Great Hills	10515 North Mopac Expressway	Austin	TX	29,517

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
73	598 Sunset Valley	5400 Brodie Lane	Sunset Valley	TX	31,458
74	700 Cottman	7207 Bustleton Avenue	Philadelphia	PA	31,694
75	704 Waldorf Ss	3000 Festival Way	Waldorf	MD	31,423
76	711 Valley Forge	400 West Swedesford Road	Berwyn	PA	40,110
77	725 State Road	400 South State Road	Springfield	PA	34,070
78	734 Mooreston/Cherry Hill	1450 Nixon Drive	Mt. Laurel	NJ	32,887
79	743 Willow Grove	2510 West Moreland Road	Willow Grove	PA	30,584
80	759 Barboursville Cc	400 Main Road	Barboursville	WV	29,256
81	762 Charleston Cc	39 Rhl Boulevard	Charleston	WV	28,576
82	766 Daytona Ss	2500 International Speedway Blvd.	Daytona Beach	FL	32,529
83	784 Wheaton	11160 Viers Mill Road	Wheaton	MD	31,219
84	785 Indianapolis Cc	150-A Jennifer Road	Annapolis	MD	32,995
85	800 Augusta Ss	239 Robert C. Daniel Jr. Parkway	Augusta	GA	32,366
86	802 Springfield Ss	6640 Loisdale Road	Springfield	VA	32,321
87	805 Chesterfield	1321 Huguenot Road	Midlothian	VA	43,447
88	814 Potomac Mills	14500 Potomac Mills Road	Woodbridge	VA	31,718
89	815 Knoxville	151 North Peters Road	Knoxville	TN	34,867
90	817 Va Beach Ss	110 S. Independence Boulevard	Virginia Beach	VA	36,994
91	820 Greensboro Ss	4217 E. West Wendover Avenue	Greensboro	NC	34,047
92	823 Spartanburg	1508-B W.O. Ezell Boulevard	Spartanburg	SC	40,825
93	824 Landover Ss	1020 Shoppers Way	Largo	MD	33,853
94	827 Hoover Ss	4351 Creekside Avenue	Hoover	AL	33,844
95	828 University - Tampa	18061 Highwoods Preserve	Tampa	FL	32,881
96	830 Winston Salem	910 Haynes Mall Boulevard	Winston-Salem	NC	42,144
97	830A Winston Salem Land	2651 East Franklin Boulevard	Gaston	NC	33,884
98	831 Gastonia Ss	6121 North Davis Highway	Pensacola	FL	40,738
99	832 Pensacola	1900 Valley View Boulevard Nw	Roanoke	VA	34,346
100	835 Roanoke Ss	78 Mountain Road	Glen Burnie	MD	36,847
101	836 Glen Burnie	7915 South Orange Blossom Trail	Orlando	FL	36,020
102	837 Orlando South	2728 East Colonial Drive	Orlando	FL	44,175
103	838 Orlando Central	1140 East Altamonte Drive	Altamonte Springs	FL	32,375
104	839 Orlando North	4601 Creedmoor Road	Raleigh	NC	45,000
105	840 Raleigh Ss	2088 Gallatin Pike North	Madison	TN	33,736
106	843 Nashville North	2109 Matthews Township Parkway	Matthews	NC	33,030
107	845 Matthews Ss	602-A Quince Orchard Road	Gaithersburg	MD	32,315

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
109	848 N. Ft Lauderdale	1700 North Federal Highway	Ft. Lauderdale	FL	33,028
110	849 Dadeland	7700 North Kendall Drive, #400	Miami	FL	45,581
111	850 Durham	3400 Westgate Drive	Durham	NC	45,618
112	851 Chattanooga Ss	2204 Hamilton Place Blvd.	Chattanooga	TN	38,981
113	852 Fayetteville	5075 Morganton Road, Suite 160	Fayetteville	NC	45,625
114	854 Route 40 West Ss	6026 Baltimore National Pike	Catonsville	MD	32,437
115	855 Huntsville Ss	5900 University Drive	Huntsville	AL	37,571
116	856 Mobile	3725 Airport Boulevard	Mobile	AL	40,366
117	857 Date Mabry/ Ss	1702 North Date Mabry Highway	Tampa	FL	33,401
118	859 Aventura	20669 Biscayne Blvd., Ne	Miami	FL	31,841
119	861 Hialeah	400 West 49Th Street	Hialeah	FL	32,279
120	862 W Palm Beach	1901 Okeechobee Boulevard	West Palm Beach	FL	45,909
121	863 Coral Springs	6001 West Sample Road	Coral Springs	FL	32,997
122	865 Greenville	840 Woods Crossing Road	Greenville	SC	43,690
123	866 Rockville Ss	1501 Rockville Pike	Rockville	MD	32,812
124	867 Lakeland	4212 U.S. Route 98 North	Lakeland	FL	32,360
125	868 Charleston Ss	7800 Rivers Avenue, Suite B	Charleston	SC	37,472
126	871 The Commons Ss	8045 Giacosa Drive	Memphis	TN	38,997
127	876 St Petersburg	2066 Tyrone Boulevard North	St. Petersburg	FL	32,457
128	877 St Matthews Ss	4600 Shelbyville Road	Louisville	KY	35,250
129	878 Florence	8125 Mall Road	Florence	KY	31,447
130	888 South Blvd	9563 South Boulevard	Charlotte	NC	42,310
131	890 Baileys Xroads Ss	5718 Columbia Pike	Baileys Crossroads	VA	36,496
132	891 Clearwater	24244 Highway 19 N.	Clearwater	FL	43,603
133	892 Atlantic Blvd Ss	9317 Atlantic Boulevard	Jacksonville	FL	33,464
134	896 Columbia Ss	238 Habison Blvd	Columbia	SC	28,423
135	897 Bradenton	4495 14Th Street West	Bradenton	FL	32,473
136	910 Cobblewood Plaza	493 East Kemper Avenue	Cincinnati	OH	33,099
137	913 Port Richey	6325 Tacoma Drive	Port Richey	FL	32,336
138	921 Asheville	299 Swannanoa River Road	Asheville	NC	32,860
139	922 Fort Myers	4380 Cleveland Avenue	Ft. Myers	FL	31,157
140	949 Allentown	1055 Grape Street	Whitehall	PA	33,386
141	1600 Harrisonburg	259 Burgess Road	Harrisonburg	VA	32,887
142	1601 Fredericksburg Ss	1731 Carl D. Silver Parkway	Fredericksburg	VA	33,131
143	1602 Tyler	4910 S. Broadway	Tyler	TX	16,972
144	1603 Longview	406 West Loop 821	Longview	TX	17,387

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
145	1607 Jacksonville Nc	1171 Western Blvd.	Jacksonville	NC	28,796
146	1608 Wilmington	5325 Market Street	Wilmington	NC	28,757
147	1609 Winchester Micro	2580 South Pleasant Valley Road	Winchester	VA	33,955
148	1610 Waco	4909 West Waco Drive	Waco	TX	28,385
149	1612 Killeen Newr3882	2500 E Central Texas Expy-Sle C	Killeen	TX	
150	1614 Redding Mini	1175 Dana Drive	Redding	CA	28,530
151	1616 Anderson Sc	3423 Clemson Blvd., Suite B	Anderson	SC	28,132
152	1618 Monterey Mini	905 Playa Avenue	Sand City	CA	27,358
153	1624 College Station Ss	1505 University Drive East	College Station	TX	19,936
154	1627 Florence	2402 David Mcleod Blvd.	Florence	SC	33,039
155	1638 Cheyenne	1854 Dell Range Boulevard	Cheyenne	WY	16,904
156	1645 Salisbury Nc	345 Faith Road	Salisbury	NC	20,615
157	1681 Albany	1223 North Westover Blvd.	Albany	GA	28,725
158	1683 Altoona	141 Sierra Drive	Altoona	PA	16,930
159	1687 Houma	1729 Martin Luther King Boulevard	Houma	LA	20,200
160	1693 State College	48 Colonnade Way	State College	PA	31,556
161	1695 Rochester	20 Square Drive	Victor	NY	28,915
162	3100 West Broad Ss	9900 West Broad Street	Glen Allen	VA	32,569
163	3103 Oxford Valley Ss	100 Lincoln Plaza	Langhorne	PA	39,125
164	3104 Lawrenceville	3350 Brunswick Pike	Lawrenceville	NJ	32,526
165	3106 Southpark	820 Southpark Boulevard	Colonial Heights	VA	32,840
166	3108 South Portland Me	555 Maine Mall Road	South Portland	ME	27,638
167	3111 Schaumburg	1420 East Golf Road	Schaumburg	IL	34,067
168	3112 Downers Grove	2900 Highland Avenue	Downers Grove	IL	33,794
169	3113 Ford City	7414 South Cicero Avenue	Chicago	IL	40,975
170	3120 Berwyn	7001 Cermak Plaza	Berwyn	IL	33,360
171	3121 Naperville	460 South State Route 59	Naperville	IL	26,482
172	3125 Bloomingdale Ss	340 W. Army Trail Road	Bloomingdale	IL	35,981
173	3126 Orland Hills	9231 West 159Th Street	Orland Hills	IL	33,171
174	3127 Gurnee Mills	6124 West Grand Avenue	Gurnee	IL	39,743
175	3128 Merrillville	2757 East U.S. 30	Merrillville	IN	32,991
176	3129 Algonquin/Spring Hill	1812 Randall Road	Algonquin	IL	34,108
177	3131 Lincoln Park	2500 North Elston Avenue	Chicago	IL	32,836
178	3133 Burnsville	14141 Aldrich Avenue South	Burnsville	MN	31,468
179	3134 Rosedale	1750 Highway 36 West, Suite B	Roseville	MN	32,421
180	3135 Woodbury Mini	8250 Tamarack Village	Woodbury	MN	28,436

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
181	3136 Southdale	4260 West 78Th Street	Bloomington	MN	33,486
182	3137 Maplewood	1940 East County Road D	Maplewood	MN	36,596
183	3139 Ridgedale	1001 Plymouth Road	Minnetonka	MN	33,241
184	3140 St Cloud	3316 Division Street	St. Cloud	MN	36,367
185	3141 Newington	3440 Berlin Turnpike	Newington	CT	41,132
186	3142 Buckland Hills	230 Hale Road	Manchester	CT	41,042
187	3143 Milford	1389 Boston Post Road	Milford	CT	29,721
188	3144 North Haven	19-29 Universal Drive	North Haven	CT	31,412
189	3146 E Springfield	510 Parker Street	Springfield	MA	42,680
190	3147 Binghamton	3124 Vestal Parkway East	Vestal	NY	37,597
191	3149 Utica Mini	1 Sangerstown Square Mall	New Hartford	NY	21,365
192	3150 Carousel Center	9090 Carousel Center Drive	Syracuse	NY	35,320
193	3151 Cheektowaga	3757 Union Road	Cheektowaga	NY	42,236
194	3152 Amherst	3040 Sheridan Street	Amherst	NY	42,773
195	3153 Hamburg Micro	1020 McKinley Mall	Blasdell	NY	21,570
196	3154 Greece	140 Greece Ridge Center Drive	Rochester	NY	33,924
197	3157 Christiana	700 Center Boulevard	Newark	DE	32,427
198	3158 Wilmington/Concord	4130 Concord Pike	Wilmington	DE	33,093
199	3159 Holyoke Ss	33 Holyoke Street	Holyoke	MA	32,104
200	3160 Albany 1 Ss	161 Washington Avenue Ext.	Albany	NY	36,945
201	3164 Salisbury	2640 North Salisbury Boulevard	Salisbury	MD	23,364
202	3166 Bel Air	680 Marketplace Drive	Bel Air	MD	33,119
203	3167 Peoria/Westlake	2601 Westlake Avenue	Peoria	IL	40,825
204	3168 Bloomington	1500 East Empire Street	Bloomington	IL	23,422
205	3169 Springfield II	3051 West Wabash Avenue	Springfield	IL	42,948
206	3170 Champaign/Urbana	2006 North Prospect	Champaign	IL	39,573
207	3175 Brookfield Ss	665 Main Street	Brookfield	WI	33,064
208	3176 Southridge	4585 South 76Th Street	Greenfield	WI	42,428
209	3177 Racine	2710-C South Green Bay Road	Racine	WI	34,104
210	3184 West Madison I	450 Commerce Drive	Madison	WI	42,652
211	3185 East Madison II	2301 East Springs Drive	Madison	WI	33,047
212	3186 Mishawaka	5944 Grape Road	Mishawaka	IN	44,379
213	3187 Canton	4381 Whipple Avenue N.W.	Canton	OH	45,233
214	3189 Dayton Mall Ss	2700 Miamisburg-Centerville Pike	Dayton	OH	39,261
215	3192 Greenwood	8014 U.S. Highway 31	Indianapolis	IN	28,328
216	3193 Castleton Ss	5410 East 82Nd Street	Indianapolis	IN	39,195

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
217	3194 Columbus Ln	1343 North National Road	Columbus	IN	35,085
218	3196 Beaver Ss Oh	2720 Towne Drive	Beavercreek	OH	32,563
219	3197 Poughkeepsie	837 South Road	Poughkeepsie	NY	41,746
220	3198 Rockford	5460 East State Street	Rockford	IL	40,231
221	3200 Columbus Ss	5555 Whittlesey Boulevard	Columbus	GA	32,884
222	3202 Gainesville	7001 North West 47Th Blvd.	Gainesville	FL	21,331
223	3202A Gainesville Sign	Main Entrance, Tower Center (Off NW 75th)	Gainesville	FL	
224	3203 Sarasota	4708 South Tamiami Trail	Sarasota	FL	31,840
225	3204 Ft Walton	419-A Mary Ester Cutoff	Ft. Walton Beach	FL	21,507
226	3205 Naples Ss	5052 Airport Pulling Road	North Naples	FL	36,553
227	3206 Lafayette	5624 Johnston Street	Lafayette	LA	34,443
228	3207 West Dade	8575 N. W. 13Th Terrace	Miami	FL	32,962
229	3212 Abilene	4351 Ridgemont Drive	Abilene	TX	28,430
230	3215 Wichita West	6920 West Kellogg	Wichita	KS	37,554
231	3217 Springfield Mo	3600 South Glenstone Avenue	Springfield	MO	39,253
232	3218 Lincoln Ss	6140 "O" Street	Lincoln	NE	32,521
233	3219 Columbia Plaza Shopping Center	1901 Bernadette Drive, #2	Columbia	MO	33,134
234	3226 Cool Springs Ss	545 Cool Springs Boulevard	Franklin	TN	35,701
235	3227 Cary	1401 Piney Plains Road	Cary	NC	29,299
236	3229 Midland	4110 Loop 250, North	Midland	TX	28,682
237	3230 High Point Nc	1030 Mall Loop Road	High Point	NC	32,211
238	3233 Galleria	4500 San Felipe Street	Houston	TX	42,324
239	3234 Ocala	3402 Southwest 36Th Terrace	Ocala	FL	29,333
240	3237 Boynton Beach Ss	515 North Congress Avenue	Boynton Beach	FL	33,147
241	3238 Shreveport	7091 Youree Drive	Shreveport	LA	33,806
242	3241 Jensen Beach 99	2550 North West Federal Highway	Jensen Beach	FL	28,552
243	3242 Greenville	3060 South Evans Street	Greenville	NC	28,848
244	3244 Rocky Mount	1271 Cobb Corner Drive	Rocky Mount	NC	20,274
245	3246 Myrtle Beach	550 Seaboard Street	Myrtle Beach	SC	31,492
246	3247 Johnson City Crossing	3211 Peoples Street, Space A	Johnson City	TN	27,983
247	3249 Sawgrass	12300 West Sunrise Boulevard	Plantation	FL	44,188
248	3252 Kingsport	1740 Idle Hour Road	Kingsport	TN	18,990
249	3253 The Woodlands	1455 Lake Woodland Drive	The Woodlands	TX	34,087
250	3254 Sugar Land	16742 Southwest Freeway	Sugar Land	TX	32,492
251	3255 Covington	790 North Highway 190	Covington	LA	19,766
252	3260 Tulsa North '99	5313 East 41St Street	Tulsa	OK	21,292

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
253	3262 Wichita Falls	3121 Lawrence Road	Wichita Falls	TX	21,240
254	3263 Round Rock	120 Sundance Park	Round Rock	TX	31,417
255	3264 Frisco	2930 Preston Road, Space F	Frisco	TX	32,717
256	3269 Citrus Park	6918 Gunn Highway	Tampa	FL	34,953
257	3270 Gulfport	15210 Crossroads Parkway	Gulfport	MS	17,138
258	3274 Lake Charles	2990 East Prier Lake Road	Lake Charles	LA	20,922
259	3276 Clarksville, 99	2819 Wmina Rudolf Road	Clarksville	TN	21,525
260	3281 Rome	2700 Martha Berry Highway Ne	Rome	GA	32,940
261	3283 Dothan	2821 Montgomery Highway	Dothan	AL	33,884
262	3284 Hattiesburg	1000 Turtle Creek Road	Hattiesburg	MS	39,723
263	3285 Jonesboro	3000 East Highland Drive, Suite 400	Jonesboro	AR	21,177
264	3289 Merritt Island	450 E. Merritt Island Causeway	Merritt Island	FL	30,387
265	3302 Palm Desert	72369 Highway 111	Palm Desert	CA	44,509
266	3304 Tucson Oracle	4380 North Oracle Road	Tucson	AZ	33,972
267	3305 Tucson Broadway	5530 E. Broadway Blvd.	Tucson	AZ	33,456
268	3306 Visalia	3930 South Mooney Boulevard	Visalia	CA	21,211
269	3307 Albuquerque Ss	4400 Cutler Ave. Ne	Albuquerque	NM	45,359
270	3309 Newport Beach	1101 Newport Center Drive	Newport Beach	CA	31,761
271	3310 Valencia	25610 N. The Old Road	Stevenson Ranch	CA	38,786
272	3311 Rancho Cucamonga Ss	12260 Foothill Boulevard	Rancho Cucamonga	CA	33,862
273	3313 Irvine	13752 Jamboree Road	Irvine	CA	42,190
274	3315 Gateway	1638 Ne 102Nd Avenue	Portland	OR	32,078
275	3316 Jantzen Beach	1772 Jantzen Beach Center	Portland	OR	42,792
276	3317 Everett Mall	530 Sw Everett Mall Way	Everett	WA	22,806
277	3318 Lynnwood	2800 196Th Street, Sw	Lynnwood	WA	43,522
278	3319 Bellevue Crossroads	15600 N.E. 8Th Street	Bellevue	WA	40,278
279	3321 Tacoma Mall	4124 Tacoma Mall Boulevard	Tacoma	WA	23,877
280	3322 Chico	2041 Whitman Avenue	Chico	CA	22,792
281	3323 Tigard	9180 S.W. Hall Blvd.	Tigard	OR	41,233
282	3324 Clackamas	10722 Se 82Nd Avenue	Portland	OR	33,082
283	3326 Bellingham	3944 Meridian Street	Bellingham	WA	36,665
284	3327 Carmel Mountain	11710 Carmel Mountain Road, Suite 248	San Diego	CA	30,897
285	3329 Encinitas	333 North El Camino Road	Encinitas	CA	33,539
286	3331 Northside	7701 N. Division Street	Spokane	WA	27,932
287	3332 Eugene Ss	2730 Gateway Loop	Springfield	OR	38,978
288	3333 Medford Micro	519 Medford Road	Medford	OR	18,957

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
289	3334 Boise Ss	542 North Milwaukee Street	Boise	ID	39,171
290	3336 South Center	223 Andover Park East	Tukwila	WA	41,017
291	3338 Olympia	2815 Capitol Mall Drive, Sw	Olympia	WA	35,104
292	3339 Westminster	9250 Sheridan Boulevard	Westminster	CO	50,451
293	3340 Colorado Springs	345 N. Academy Blvd.	Colorado Springs	CO	42,817
294	3342 Silverdale	9991 Mickelberry Road, Nw	Silverdale	WA	26,466
295	3343 Colorado Blvd Ss	1505 South Colorado Blvd.	Denver	CO	39,525
296	3344 Aurora	1450 S. Abiline Street	Aurora	CO	43,132
297	3345 Highlands Ranch/Quieb	8575 South Quebec Street	Littleton	CO	42,881
298	3346 Southwest Plaza	5155 South Wadsworth Blvd.	Littleton	CO	33,132
299	3347 Lakewood/Homestead	10750 W. Colfax Ave.	Lakewood	CO	42,845
300	3348 Boulder Ss	2600 Pearl Street	Boulder	CO	29,196
301	3349 Ogden	1093 West Riverdale Road	Riverdale	UT	37,829
302	3350 Sugarhouse	724 East 2100 South	Salt Lake City	UT	43,911
303	3351 Fort Union	1340 East Park Centre Drive	Salt Lake City	UT	40,770
304	3352 Orem	360 West St. & 1300 S. St.	Orem	UT	40,026
305	3353 Jordan Landing	7156 South Plaza Center Drive	West Jordan	UT	33,926
306	3354 Pearl Ridge Ss	98-145 Kaonohi Street	Alta	HI	62,798
307	3355 Mantua	635 Woodbury-Glassboro Rd	Sewell	NJ	20,331
308	3360 Culver City	5660 Sepulveda Blvd.	Culver City	CA	32,866
309	3361 Glendale '99	118 S. Maryland Avenue	Glendale	CA	32,180
310	3364 Fullerton	123 Orangefair Mall	Fullerton	CA	37,648
311	3365 Green Valley Nv	561 North Stephanie Street	Henderson	NV	33,742
312	3366 Plaza Del Caribe	Plaza Del Caribe Mall #2 St. Km 227.9	Ponce	PR	29,618
313	3369 Guaynabo	100 Avenue San Patricio	Guaynabo	PR	25,183
314	3372 Arecibo	80 Carrizales	Hatillo	PR	20,775
315	3373 Long Beach	2180 Bellflower Blvd.	Long Beach	CA	38,539
316	3375 Rocklin	10251 Fairway Drive	Roseville	CA	32,921
317	3376 Fort Collins	4414 South College Avenue	Ft. Collins	CO	28,310
318	3377 Idaho Falls Micro	1951 S. 25Th East Street	Ammon	ID	21,256
319	3378 Cottonwood	10420 Coors Boulevard	Albuquerque	NM	33,887
320	3379 Grand Junction	2541 Highway 6 & 50	Grand Junction	CO	21,210
321	3381 Pueblo Micro	4320 Freeway North	Pueblo	CO	19,240
322	3382 Valley Mall	15104 East Indiana Avenue	Spokane	WA	29,850
323	3390 Thornton	16511 North Washington	Thornton	CO	33,932
324	3401 Temecula/Murrieta	40480 Winchester Road	Temecula	CA	28,440

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
325	3403 Port Charlotte	18700 Veterans Boulevard, Unit 13	Port Charlotte	FL	28,704
326	3405 Boca Raton	1400 Glades Road, Bay 140 Be	Boca Raton	FL	36,123
327	3409 The Avenues	9041 Southside Boulevard	Jacksonville	FL	43,563
328	3418 Sanford	1101 W.P. Ball Boulevard	Sanford	FL	33,862
329	3425 North Las Vegas	7781 West Tropical Parkway	Las Vegas	NV	35,270
330	3428 San Luis Obispo	1531 Froom Ranch Way	San Luis Obispo	CA	31,062
331	3502 Exchange Plaza Ss	6001 Nw Loop 410, Suite 108	San Antonio	TX	42,051
332	3504 Corpus Christi	5425 South Padre Island Drive, #135	Corpus Christi	TX	36,426
333	3505 North Richland Ss	1451 West Pipeline Road	Hurst	TX	33,884
334	3508 Crossroads	1409 West I-240 Service Road	Oklahoma City	OK	32,212
335	3510 Tulsa South	9027 East 71St Street South	Tulsa	OK	31,356
336	3512 Mcallen	507 West Expressway 83	Mcallen	TX	31,793
337	3513 Brownsville Ss	3000 Pablo Kisei Boulevard, #100	Brownsville	TX	34,077
338	3514 Amarillo	2510 Soncy Road	Amarillo	TX	33,172
339	3515 Bellevue	7669 Highway 70 South	Nashville	TN	33,164
340	3516 Southlake Tx	250 North Kimball Avenue	Southlake	TX	34,263
341	3518 North Raleigh	3340 Cypress Plantation Trail	Raleigh	NC	34,413
342	3520 Northshore Ss	13350 East Freeway	Houston	TX	41,229
343	3521 Jackson Ss	1045 E. County Line Road	Jackson	MS	32,772
344	3522 Garland	325 Coneflower Drive	Garland	TX	35,695
345	3525 Wellington	10570 Forest Hill Boulevard East	Wellington	FL	33,000
346	3527 Silverlake	3137 Silverlake Drive	Pearland	TX	33,862
347	3529 Exton	128 Woodcutter Street	Exton	PA	32,823
348	3549 Short Pump Town Center	11732 West Broad Street	Glen Allen	VA	34,826
349	3550 Greenville Point	1140 Woodruff Road	Greenville	SC	35,035
350	3554 Bainbridge	7705 Market Place Drive	Aurora	OH	34,143
351	3556 Whitman	9733 East Roosevelt Boulevard	Philadelphia	PA	35,187
352	3560 Spring Hill Fl	13199 Cortez Boulevard	Brooksville	FL	20,279
353	3561 Millenia Mall	4155 Millenia Boulevard	Orlando	FL	34,017
354	3562 Concord Mills	8210 Concord Mills Boulevard	Concord	NC	35,942
355	3564 Quail Springs	13730 N. Pennsylvania Avenue	Oklahoma City	OK	33,862
356	3569 Midtown	3401 North Miami Avenue, Unit H	Miami	FL	36,867
357	3570 Hyattsville	2900 Belcrest Center Drive	Hyattsville	MD	34,821
358	3572 Polaris	8655-8671 Lyra Drive	Columbus	OH	34,793
359	3576 Lake Worth	6592 Lake Worth Boulevard	Lake Worth	TX	34,106
360	3577 Rockwall	959 East Interstate 30	Rockwall	TX	20,851

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
361	3579 Meyerland	100 Meyerland Plaza Mall	Houston	TX	33,792
362	3581 Stapleton	7950 East 49Th Avenue	Denver	CO	33,859
363	3582 La Quinta	78825 Highway 111	La Quinta	CA	33,862
364	3584 New Braunfels	1286 Interstate Highway 35 North	New Braunfels	TX	20,768
365	3586 Rancho Santa Margarita	30491 Avenida De Las Flores	Rancho Santa Margarita	CA	32,425
366	3587 Easton Pa	4413 Brinkland Place	Easton	PA	33,998
367	3588 Southpark Meadows	9600 South Interstate Highway 35	Austin	TX	33,930
368	3589 Southhaven	6680 Southcrest Parkway	Southaven	MS	33,831
369	3590 Meriden	495 Chamberlain Highway	Meriden	CT	33,280
370	3591 Warrington	1015 Main Street	Warrington	PA	33,863
371	3592 Plymouth	228 Colony Place	Plymouth	MA	33,916
372	3595 Waterford Lakes	400 North Alafaya Trail	Orlando	FL	33,817
373	3597 Apex	1591 Beaver Creek Commons Drive	Apex	NC	20,156
374	3599 South Bay	8B Allstate Road	Dorchester	MA	34,736
375	3601 N Attleboro	1360 South Washington Street	North Attleboro	MA	33,914
376	3602 Millbury	70 Worcester Providence Pk	Millbury	MA	32,848
377	3603 Ann Arbor Ss	3547 Washtenaw Avenue	Ann Arbor	MI	29,771
378	3606 Lakeside	14105 Hall Road	Shelby Township	MI	32,666
379	3607 Roseville	20550 13 Mile Road	Roseville	MI	33,180
380	3608 Novi	43525 West Oaks Drive	Novi	MI	34,747
381	3611 Taylor	23351 Eureka Road	Taylor	MI	42,683
382	3613 Westland Ss	36300 Warren Road	Westland	MI	43,786
383	3614 Sawmill Ss	2582 Sawmill Place Blvd.	Columbus	OH	28,409
384	3615 Easton Ss	4056 Morse Road	Columbus	OH	32,705
385	3616 Brice Ss	2885 Gender Road	Columbus	OH	33,205
386	3617 Century Ss	9931 Mountain View Drive	West Mifflin	PA	42,521
387	3618 Wilkins Ss	3475 William Penn Highway	Pittsburgh	PA	42,363
388	3619 Ross Park Ss	7219 McKnight Road	Pittsburgh	PA	32,104
389	3621 Evansville	225 North Burkhardt Road	Evansville	IN	38,970
390	3622 Field-Ertel	12130 Royal Point Drive	Cincinnati	OH	33,718
391	3624 North Town	20 Coon Rapids Boulevard	Coon Rapids	MN	38,698
392	3625 Highland/Schererville	707 Us Highway 41	Schererville	IN	33,862
393	3626 Niles	2380 Niles-Cortland Road SE	Warren	OH	34,215
394	3627 Arundel Mills	7667 Arundel Mills Boulevard	Hanover	MD	33,044
395	3628 Frederick Ss	5606 Buckeyestown Pike	Frederick	MD	27,713
396	3629 Boardman Ss	7230 Market Street	Boardman	OH	32,973

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
397	3630 Saginaw	2970 Tittabawassee Road	Saginaw	MI	44,006
398	3631 Flint	4071 Miller Road	Flint	MI	45,463
399	3632 Walker	3410 Alpine Avenue	Walker	MI	44,621
400	3633 Kentwood Ss	4600 28Th Street Se	Kentwood	MI	39,402
401	3634 Portage Ss	6026 Westmidge Avenue	Portage	MI	32,416
402	3635 West Lansing Ss	5501 West Saginaw Hwy.	Lansing	MI	31,318
403	3638 Hagerstown	17766 Garland Groh Boulevard	Hagerstown	MD	30,572
404	3639 Oyster Point	12140 Jefferson Avenue	Newport News	VA	32,404
405	3640 Greenbrier	1589 Crossways Boulevard	Chesapeake	VA	42,681
406	3641 Keene	41 Ashbrook Road	Keene	NH	20,745
407	3645 Laredo	5300 San Dario, Suite 2205	Laredo	TX	21,954
408	3648 Augusta Me	90 Stephen King Drive, Suite 3	Augusta	ME	34,091
409	3654 Appleton	4635 West College Avenue	Grand Chute	WI	45,487
410	3659 Leesburg	536 Fort Evans Road Ne	Leesburg	VA	23,954
411	3662 Trumbull	5065 Main Street	Trumbull	CT	39,141
412	3663 Gateway	369 Gateway Drive	Brooklyn	NY	31,660
413	3664 Atlantic Center	625 Atlantic Avenue	Brooklyn	NY	34,405
414	3666 Parkersburg	605 Grand Central Ave. (Rt. 14)	Vienna	VA	29,490
415	3668 Danbury	110 Federal Road	Danbury	CT	30,294
416	3669 East Brunswick	327 Route 18	East Brunswick	NJ	37,327
417	3670 Eatontown	90 State Highway, Route 36	Eatontown	NJ	32,582
418	3672 Westbury	1504 Old County Road	Westbury	NY	45,659
419	3674 Hicksville Ss	217 Bethpage Road	Hicksville	NY	32,451
420	3675 Greeley	4759 29Th Street, Suite B	Greeley	CO	21,323
421	3677 Lady Lake	630 U.S. Highway 441	Lady Lake	FL	20,590
422	3679 Union Square	52 East 14Th Street, #64	New York	NY	50,447
423	3680 West Manhattan	2232 Broadway Street	New York	NY	24,676
424	3682 Middletown Ss	109 Dunning Road	Middletown	NY	28,343
425	3682A Middletown Sign Lease	430 ROUTE 211 EAST	Middletown	NY	
426	3684 Paramus	240 Route 17 North	Paramus	NJ	41,454
427	3686 Rago Park/Queens	9605 Queens Boulevard	Rago Park	NY	50,004
428	3687 Ledgewood	461 Route 10, Suite 28	Ledgewood	NJ	33,600
429	3688 Bergen	3129 Kennedy Boulevard	North Bergen	NJ	32,845
430	3689 Somerville	711 State Route 28 West	Bridgewater	NJ	32,206
431	3690 Norwalk	444 Connecticut Avenue	Norwalk	CT	33,650
432	3691 Shops at Richmond Avenue	2505-2535 Richmond Avenue	Staten Island	NY	33,556

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
433	3692 Bricktown Ss	550 Route 70	Brick	NJ	27,942
434	3693 Union Ss	2700A Route 22 East	Union	NJ	43,291
435	3694 Valley Stream	650 West Sunrise Highway	Valley Stream	NY	22,438
436	3695 Wayne	519 Route 46	Wayne	NJ	45,761
437	3696 White Plains	5 City Place	White Plains	NY	37,705
438	3697 Whitestone	136-03 20Th Avenue	College Point	NY	32,841
439	3698 Woodbridge	479 Green Street	Woodbridge	NJ	32,321
440	3699 Yonkers	750 Central Park Avenue	Yonkers	NY	45,042
441	3700 Cortlandt	2990 East Main Street	Cortlandt Manor	NY	27,924
442	3701 Fort Wayne	291 E. Coliseum Boulevard	Ft. Wayne	IN	28,527
443	3702 Terre Haute	4233 South Us 41	Terre Haute	IN	16,916
444	3705 Spring Meadows	6645 Airport Highway	Holland	OH	27,827
445	3706 Harrisburg East	5125 Jonestown Road	Lower-Paxton	PA	32,735
446	3707 Lancaster	1700 Fultiville Pike	Lancaster	PA	32,423
447	3708 York	2980 Whiteford Road	York	PA	32,801
448	3710 Robinson	11A Chuvet Drive	North Fayette	PA	27,660
449	3711 Muskegon	5725 Harvey Street	Muskegon	MI	33,841
450	3713 Holland Micro	12635 Felch Street, Suite 20	Holland	MI	19,239
451	3720 Mechanicsburg	5800 Carlisle Pike	Mechanicsburg	PA	39,078
452	3721 Sterling Ss	46301 Potomac Run Plaza, #120	Sterling	VA	32,969
453	3724 Saugus	607 Broadway, Route 1 South	Saugus	MA	33,486
454	3725 Dover	1350 Dupont Highway	Dover	DE	23,292
455	3731 Brooklyn/Bay Ridge	502-12 86Th Street	Brooklyn	NY	27,874
456	3732 Williston	15 Marshall Avenue	Williston	VT	27,927
457	3733 Steubenville	4130 Mall Drive	Steubenville	OH	16,881
458	3734 Franklin Park Ss	4948 Monroe Street	Toledo	OH	31,984
459	3735 Tyson'S Corner West	8520-C Leesburg Pike	Vienna	VA	20,451
460	3736 Puyallup	3500 South Meridian, #760	Puyallup	WA	28,853
461	3738 Vineland	2148 North 2nd Street	Millville	NJ	20,405
462	3740 Bangor	668 Stillwater Avenue	Bangor	ME	28,442
463	3742 Clarksburg	521 Emily Drive	Clarksburg	WV	16,915
464	3743 Maple Grove	11481 Fountain Drive	Maple Grove	MN	36,800
465	3744 Erie	7451 Peach Street	Erie	PA	28,242
466	3746 Johnstown	430 Town Centre Drive	Johnstown	PA	33,862
467	3748 Yuma	1232 South Castle Dome Avenue	Yuma	AZ	19,889
468	3750 St Clairsville	50500 Valley Frontage Road	St. Clairsville	OH	16,932

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
469	3752 Va Center Commons	9860 Brook Road	Glen Allen	VA	32,284
470	3754 Kennewick	1430 Tapteal Drive	Richland	WA	34,620
471	3755A Kennewick Sign	TAPTEAL & COLUMBIA CENTER BLVD.	Richland	WA	32,883
472	3764 Phillipsburg	1202 New Brunswick Avenue	Phillipsburg	NJ	33,996
473	3767 Galleria	1585 South Brentwood Boulevard	Brentwood	MO	34,610
474	3769 Concord	270 Louden Road	Concord	NH	32,637
475	3770 Taunton	70 Taunton Depot Drive	Taunton	MA	32,959
476	3771 Folsom	205 Serpa Drive	Folsom	CA	30,157
477	3776 Brighton	8175 Movie Drive	Brighton	MI	33,276
478	3779 Enfield	136 Elm Street	Enfield	CT	32,098
479	3780 Hamburg	2231 Sir Barton Way Street, Unit 110	Lexington	KY	32,959
480	3783 Plymouth Meeting	102 Alan Wood Road	Conshohocken	PA	32,569
481	3792 McHenry	2226 North Richmond Road	McHenry	IL	32,774
482	3797 Grandville Mkt	4535 Canal Sw	Grandville	MI	32,876
483	3810 Harlingen	2020 South Expressway 83	Harlingen	TX	26,669
484	3815 Katy Mills	5000 Katy Mills Circle	Houston	TX	26,736
485	3830 Brunswick	4990 Atlanta Avenue	Brunswick	GA	19,840
486	3831 Henrietta	Marketplace Drive & Amelia Drive	Henrietta	NY	21,747
487	3832 Monaca	103 Wagner Road	Monaca	PA	22,124
488	3844 Fairfax	4110 West Ox Road, Suite 12124	Fairfax	VA	22,906
489	3845 NJ:Deptford Relo 537	2000 Clements Bridge Road	Woodbury	NJ	30,266
490	3846 East Chase	7951 Eastchase Parkway	Montgomery	AL	30,223
491	3847 AL: Tuscal Relo 3291	1800 McFarland Boulevard South, Ste 520C	Tuscaloosa	AL	30,257
492	3848 Ca:Salinas Relo 3300	1910 North Davis Road	Salinas	CA	30,224
493	3849 Norridge	7010 Forest Preserve Drive	Norridge	IL	30,099
494	3850 Bolingbrook	639 East Boughton Road	Bolingbrook	IL	21,600
495	3851 Madison Heights	32389 John R Road	Madison Heights	MI	32,798
496	3852 Keizer Station	6035 Uaili Drive	Keizer	OR	20,430
497	3853 Tn:Knoxville Relo807	4627 Greenway Drive	Knoxville	TN	30,220
498	3854 Beaumont	6115 Eastex Freeway	Beaumont	TX	30,235
499	3855 Tx:El Paso Relo 4509	811 Sunland Park	El Paso	TX	30,220
500	3856 Tx:Houston Relo 566	1001A West Bay Area Boulevard	Webster	TX	32,604
501	3857 Deerbrook Mall	20131 Highway 59 N, Suite 8, Space 2290	Humble	TX	24,766
502	3858 N.E. San Antonio	14623 Ih 35 North	Live Oak	TX	20,574

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
503	3859 WI:Ashwaub..Relo3636	2492 South Oneida	Ashwaubenon	WI	29,582
504	3862 Brockton	395 Westgate Drive	Brockton	MA	23,644
505	3864 Manhattan	1965 Broadway	New York	NY	30,815
506	3865 Auburn	1614 Clark Street Road	Auburn	NY	20,304
507	3878 Brea	835 East Birch Street	Brea	CA	20,144
508	3882 Killeen	201 East Central Texas Pkwy, Ste 21	Harker Heights	TX	20,331
509	3883 Williamsport	350 S. Lycoming Mall Road	Muncy	PA	20,166
510	4101 Montgomeyville	772 Bethlehem Pike	Montgomeryville	PA	31,675
511	4105 Dickson City	620 Commerce Boulevard	Dickson City	PA	28,025
512	4106 Wilkes Barre	3420 Wilkes-Barre Township Commons	Wilkes-Barre	PA	34,198
513	4110 Danvers	4-6 Newbury Street, Route 1	Danvers	MA	32,431
514	4111 Somerville	65 Mystic Avenue	Somerville	MA	33,115
515	4112 Burlington	84 Middlesex Turnpike	Burlington	MA	29,702
516	4113 Seekonk	179 West Highland Ave - Rt 6	Seekonk	MA	34,054
517	4114 Cranston	140 Hillside Road	Cranston	RI	33,166
518	4115 Nashua	224 Daniel Webster Hwy	Nashua	NH	33,563
519	4116 Portsmouth	1700 Woodbury Avenue	Portsmouth	NH	34,990
520	4119 Braintree	250 Granite Street	Braintree	MA	27,069
521	4120 Salem	428 South Broadway	Salem	NH	32,924
522	4121 Natick Ss	1398 Worcester Street	Natick	MA	33,907
523	4122 Hanover	1775 Washington Street	Hanover	MA	23,210
524	4123 Dartmouth	456 State Road, Route 6	North Dartmouth	MA	23,312
525	4124 Manchester	1100 S. Willow Street	Manchester	NH	33,153
526	4130 Kissimmee	2551 West Osceola Parkway	Kissimmee	FL	30,242
527	4131 Manteca	2210 Daniels Street	Manteca	CA	20,282
528	4132 Turlock	2821 Countryside Drive	Turlock	CA	20,578
529	4134 Towson	801 Goucher Boulevard	Towson	MD	24,803
530	4135 La:New Orleans	3780 Veterans Memorial Boulevard	Metairie	LA	29,738
531	4136 Pine Island	1843 Pine Island Road, Ne	Cape Coral	FL	30,220
532	4139 Signal Hill	901 Spring Street	Signal Hill	CA	29,764
533	4143 Gloucester Twp Ss	465 Berlin Cross Keys Road	Stickerville	NJ	29,704
534	4144 Chambersburg	901 Norland Avenue	Chambersburg	PA	20,647
535	4147 Maryville	111 Hamilton Crossing Drive	Alcoa	TN	19,939
536	4150 Pasadena	3931 Fairway Plaza Drive	Pasadena	TX	29,144
537	4176 Monrovia	745 West Huntington Drive	Monrovia	CA	25,074
538	4179 Vacaville	130 Nut Tree Parkway	Vacaville	CA	26,638

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
539	4201 Melbourne Ss	1700 West New Haven Road	Melbourne	FL	35,617
540	4202 Janaf	1120 North Military Highway	Norfolk	VA	20,705
541	4212 Midtown	521 5th Avenue	New York	NY	22,246
542	4232 Cypress Lakes	Colonial Square Town Center	Fort Myers	FL	20,880
543	4233 Sebring	1754 Us 27 North	Sebring	FL	20,338
544	4242 Seal Beach	12325 Seal Beach Boulevard	Seal Beach	CA	30,491
545	4246 Baton Rouge	9330 Mall Of Louisiana Blvd, Suite 100	Baton Rouge	LA	23,377
546	4247 Denton	2315 Colorado Boulevard	Denton	TX	30,373
547	4249 Port Arthur	8725 Memorial Boulevard	Port Arthur	TX	20,548
548	4256 Mt. Pleasant	1501 Johnnie Dobbs Boulevard	Mt. Pleasant	SC	20,602
549	4261 Horseheads	1530 County Route 64	Horseheads	NY	20,281
550	4271 Patriot Place	1 Patriot Place, South Plaza	Foxboro	MA	20,198
551	4272 Amherst	123 Route 101A	Amherst	MD	20,331
552	4275 Sarasota	8551 Cooper Creek Blvd	Sarasota	FL	20,822
553	4276 Port St. Lucie	17631 Nw St. Lucie West Blvd	Port St. Lucie	FL	20,207
554	4302 Eastridge	2217 Quimby Road	San Jose	CA	33,196
555	4305 Burbank	401 N. 1St Street	Burbank	CA	30,444
556	4307 Prattville	27301 Legends Parkway	Prattville	AL	19,879
557	4308 New Orleans	901 Manhattan Boulevard	Harvey	LA	30,156
558	4309 Alexandria Mall	2201 Memorial Drive	Alexandria	LA	20,563
559	4313 La Habra	1020 West Imperial Highway	La Habra	CA	36,660
560	4317 Colorado Springs	5904 Barnes Road	Colorado Springs	CO	29,853
561	4320 Cleveland, Tn	4520 Frontage Road Nw	Cleveland	TN	20,402
562	4321 White Oak	4531 South Laburnum Ave	Richmond	VA	20,331
563	4336 Torrington	1030 Torrington Street	Torrington	CT	22,090
564	4502 Lewisville Ss	715 Hebron Parkway	Lewisville	TX	33,861
565	4503 Northstar	321 Nw Loop 410	San Antonio	TX	42,782
566	4505 Little Rock West Ii	110 Markham Park Drive	Little Rock	AR	33,966
567	4506 North Little Rock	4339 Warden Road	N. Little Rock	AR	32,255
568	4507 Santa Cruz Mini	1664 Commercial Way	Santa Cruz	CA	27,774
569	4508 El Paso East Ss	1313-D George Delter Drive	El Paso	TX	33,352
570	4510 Lubbock	6701 Slide Street	Lubbock	TX	33,026
571	-	-	-	-	-
572	-	-	-	-	-
573	255 Bethlehem Distribution	4000 Township Line	Bethlehem	PA	-
574	335 Mid-Atlantic Distribution	14301 Mattawoman	Brandywine	MD	-

EXHIBIT A-LEASED PROPERTIES

A	B	C	D	E	F
575	344 Livermore	400 Longfellow Court	Livermore	CA	
576	353 Industry Distribution	680 S. Lemon	Walnut	CA	
577	379 Walnut Distribution	501 South Cheryl Lane	Walnut	CA	
578	567 Ardmore Distribution	1901 Cooper Drive	Ardmore	OK	
579	755 Marion Distribution	1100 Circuit City Road	Marion	IL	
580	775 Orlando Distribution	19925 Independence	Groveland	FL	

EXHIBIT A--OWNED PROPERTY LISTING

As of:
October 2008

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>APPROX. BUILDING SQ.FT.</u>	<u>APPROX. ACRES</u>	<u>PURCHASE DATE</u>
73 31/06331	ATLANTA SERVICE (attached to 00073/004015 & 004010) SAN JOSE (STEVENS CREEK) SS (PURCHASE)	L325 WEST CORPORATE COURT 4080 STEVENS CREEK	GA CA	65,000 69,780	9.0240 unknown	12/15/2000 8/23/2004
19 11A 17A 15A 17A 17/06026/06350 14/06766	MORENO VALLEY SS HOLLYWOOD PARKING LOT - PURCHASE ARDMORE DISTRIBUTION - ADDTL. LAND (PURCHASE) MARION DISTRIBUTION CENTER PARKING LOT (PURCHASE) VIRGINIA BEACH SS - ADDITIONAL LAND (PURCHASE) BALTIMORE (GOLDEN RING) SS (PURCHASE) LOUISVILLE (DIXIE HIGHWAY) SS (PURCHASE)	12530 DAY STREET 1332 & 1406 VIRGIL PLACE 1901 COOPER DRIVE MEADOWLAND PARKWAY S. INDEPENDENCE BOULEVARD 8823 PLASKI HIGHWAY 5120 DIXIE HIGHWAY	CA CA CA CA CA MD	33,970 0 0 0 0 45,027	3.5300 unknown 12.7740 9,4000 0.6830 4,0200	10/24/2003 1/27/1993 10/16/2000 6/10/2008 5/11/1981 8/29/1985
19A 17A 13A 16 11A	ALLEN TOWN ADDITIONAL PARKING FLORENCE - ADDITIONAL LAND SARASOTA - ADDITIONAL LAND CAMELBACK SS RICHMOND - STORE SUPPORT CENTER - OWNED LAND	GRAPE STREET AND JORDON BLVD. DAVID MCLEOD BOULEVARD TAMMI TRAIL 1670 EAST CAMELBACK ROAD MAYLAND DRIVE	KY PA SC FL AZ VA	0 0 0 0 33,348 0	5,9750 1,7900 unknown 3,5018 75,5520	7/15/1999 9/11/1995 9/14/1995 12/20/2002 12/15/2000
TALS:						
	14					

**SECOND AMENDMENT TO REAL ESTATE CONSULTING AND
ADVISORY SERVICES AGREEMENT**

This Second Amendment to Real Estate Consulting and Advisory Services Agreement (the "Second Amendment") is entered into as of March 3, 2009, by and between DJM Asset Management, LLC (the "Consultant"), and Circuit City Stores, Inc. and certain of its affiliated entities (collectively the "Company" or the "Debtor").

Recitals:

A. As of November 19, 2008, the Consultant and the Company entered into a Real Estate Consulting and Advisory Services Agreement, as amended by that certain First Amendment to Real estate Consulting and Advisory Services Agreement dated as of February 6, 2009 (collectively the "Agreement").

B. The parties wish to amend the Agreement to provide that the Consultant shall be DJM Realty Services, LLC.

C. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

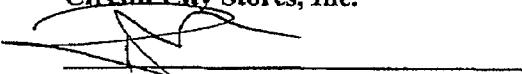
1. Effective as of November 19, 2008, the term "Consultant" shall mean DJM Realty Services, LLC.
2. For all purposes the Agreement is amended to replace DJM Asset Management, LLC with DJM Realty Services, LLC.
3. DJM Realty Services, LLC has executed this Second Amendment signifying its consent thereto.
4. Except as amended hereby the Agreement shall remain in full force and effect.

[Signatures appear next page.]

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement as of the date first above written.

Accepted and Agreed to:

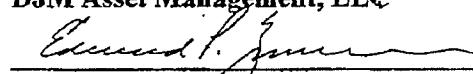
Circuit City Stores, Inc.



By: *Reggie Hedgeboth*
Title: SVP & GC
Dated: March 6 2009

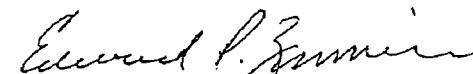
Accepted and Agreed to:

DJM Asset Management, LLC



By: *Edward P. Zimmon*
Title: SR. MANAGING DIRECTOR
Dated: March 9, 2009

DJM Realty Services, LLC



By: *Edward P. Zimmon*
Title: SR. MANAGING DIRECTOR
Dated: March 9, 2009

**THIRD AMENDMENT TO REAL ESTATE CONSULTING AND
ADVISORY SERVICES AGREEMENT**

This Third Amendment to Real Estate Consulting and Advisory Services Agreement (the "Second Amendment") is entered into as of May __, 2009, by and between DJM Realty Services, LLC (the "Consultant"), and Circuit City Stores, Inc. and certain of its affiliated entities (collectively the "Company" or the "Debtor").

Recitals:

A. As of November 19, 2008, the Consultant (formerly designated as "DJM Asset Management, LLC") and the Company entered into a Real Estate Consulting and Advisory Services Agreement, as amended by that certain First Amendment to Real Estate Consulting and Advisory Services Agreement dated as of February 6, 2009 and that certain Second Amendment to Real Estate Consulting and Advisory Services Agreement dated as of March 3, 2009 (collectively the "Agreement").

B. As a result of the increased number of properties the Debtor has asked the Consultant to market for sale, the parties wish to amend the Agreement to increase the maximum amount of pre-approved expenses that the Consultant can be reimbursed for from \$25,000 to \$100,000.

C. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Paragraph 4 of the Agreement is hereby amended to delete the reference to "\$25,000" therein and replace it with "\$100,000".
2. Except as amended hereby the Agreement shall remain in full force and effect.

[Signatures appear next page.]

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement as of the date first above written.

Accepted and Agreed to:

Circuit City Stores, Inc.

Michelle Messier

By: Michelle Messier
Title: VP & Controller
Dated: May 14, 2009

Accepted and Agreed to:

DJM Realty Services, LLC

Edward P. Zimmon

By: Edward P. Zimmon
Title: SR. MANAGING DIRECTOR
Dated: May 14, 2009

**FOURTH AMENDMENT TO REAL ESTATE CONSULTING AND
ADVISORY SERVICES AGREEMENT**

This Fourth Amendment to Real Estate Consulting and Advisory Services Agreement (the "Second Amendment") is entered into as of November 19, 2009, by and between DJM Realty Services, LLC (the "Consultant"), and Circuit City Stores, Inc. and certain of its affiliated entities (collectively the "Company" or the "Debtor").

Recitals:

A. As of November 19, 2008, the Consultant and the Company entered into a Real Estate Consulting and Advisory Services Agreement, as amended by that certain First Amendment to Real Estate Consulting and Advisory Services Agreement dated as of February 6, 2009, that certain Second Amendment to Real Estate Consulting and Advisory Services Agreement dated as of March 3 2009 and by that certain Third Amendment to Real Estate Consulting and Advisory Services Agreement dated as of May 14, 2009 (collectively the "Agreement").

B. The parties wish to amend the Agreement to extend the term thereof.

C. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Effective as of November 19, 2009, the term of the Agreement shall be extended to December 31, 2009 and, thereafter, the term shall continue for consecutive monthly periods until either party gives at least fifteen (15) days prior notice of termination to the other party.

2. Except as amended hereby the Agreement shall remain in full force and effect.

[Signatures appear next page.]

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement as of the date first above written.

Accepted and Agreed to:

Circuit City Stores, Inc.

Michelle Mosier

By: Michelle Mosier
Title: VP of Controller
Dated: November 19, 2009

Accepted and Agreed to:

DJM Realty Services, LLC

E. P. Zimmer

By: Edward P. Zimmer
Title: Sr. Managing Director
Dated: November 19, 2009

EXHIBIT B

EMPLOYMENT ORDER

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
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FLOM, LLP
One Rodney Square
PO Box 636
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One James Center
901 E. Cary Street
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(804) 775-1000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - X
In re: : Chapter 11
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
Debtors. : Jointly Administered
- - - - - X

**ORDER UNDER BANKRUPTCY CODE SECTIONS 105(a),
327(a), 328 AND 1107 AND BANKRUPTCY RULE 2014(a)
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
DJM REALTY SERVICES, LLC AS REAL ESTATE CONSULTANT AND
ADVISOR TO DEBTORS EFFECTIVE AS OF NOVEMBER 19, 2008**

Upon the application (the "Application")¹ of
the Debtors for an order, pursuant to Bankruptcy Code
sections 105(a), 327(a), 328 and 1107, authorizing them
to retain DJM Realty Services, LLC ("DJM") as real

¹ Capitalized terms not otherwise defined herein shall
have the meanings ascribed to such terms in the Application.

estate consultant and advisor, effective as of November 19, 2008; and the Court having reviewed the Application and the Graiser Affidavit; and due and adequate notice of the Application having been given; and it appearing that no other notice need be given; and it appearing that DJM neither holds nor represents any interest adverse to the Debtors' estates; and it appearing that DJM is "disinterested," as that term is defined in Bankruptcy Code section 101(14); and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates and their creditors; after due deliberation thereon and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Application is GRANTED, as modified herein.
2. In accordance with Bankruptcy Code sections 327(a) and 328, the Debtors are authorized to employ and retain DJM effective as of November 19, 2008 as real estate consultant and advisor on the terms set forth in the Application and the Retention Agreement.

3. DJM shall be compensated in accordance with the procedures set forth in Bankruptcy Code sections 330 and 331 and such Bankruptcy and Local Rules as may then be applicable, from time to time, and such procedures as may be fixed by order of this Court; provided, however, that any and all fees that may earned by and become due or payable to DJM under sections 3(a0, (b), (c), and (e) of the Retention Agreement during these chapter 11 cases are hereby approved under Bankruptcy Code section 328(a) and shall only be subject to review thereunder; provided, further, that the fees under sections 3(a), (b), (c), and (e) of the Retention Agreement shall be paid at the times set forth in the Retention Agreement and shall be included in applicable quarterly and any final fee applications.

4. To the extent a transaction constitutes an "M&A Transaction" for which Rothschild Inc. would be entitled to compensation, DJM shall not be entitled to a fee under section 3(b) of the Retention Agreement.

5. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived.

6. This Court shall retain jurisdiction with respect to all matters arising or related to the implementation of this Order.

Dated: Richmond, Virginia
January ___, 2009
Jan 9 2009

/s/ Kevin Huennekens
UNITED STATES BANKRUPTCY JUDGE

Entered on Docket: 1/9/09

WE ASK FOR THIS:

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
One Rodney Square
PO Box 636
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(302) 651-3000
- and -
Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700
- and -

/s/ Douglas M. Foley

Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel to the Debtors and Debtors in Possession

SEEN AND NO OBJECTION:

/s/ Robert B. Van Arsdale (with permission per
electronic mail dated 1/8/09)

Robert B. Van Arsdale, Esq.
Office of the U.S. Trustee
701 E. Broad St., Suite 4304
Richmond VA 23219
(804) 771-2327

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

I hereby certify that proposed order has been
endorsed by all necessary parties.

/s/ Douglas M. Foley

EXHIBIT C

OWNED PROPERTY INVOICE



July 28, 2010

Katie Bradshaw
Circuit City Stores, Inc.
4951 Lake Brook Drive
Glen Allen, VA 23060

INVOICE FOR SERVICES RENDERED

Real Estate Consulting and Advisory Services Agreement entered into as of November 19, 2008 by and between DJM Asset Management, LLC and Circuit City Stores, Inc., debtor and debtor in possession with respect to the sale, sublease and/or termination of the right and interest in certain leasehold properties identified by the company:

Sale of Owned Property

LAND – Florence, SC	\$ 50,000.00
(Sold to Centercorp Retail Properties)	<u>X</u> .0325
	\$ 1,625.00

Amount Paid to Date - \$1,055.68

TOTAL BALANCE DUE: \$569.32

If payment is issued by check, please make payable to:

**DJM Realty
c/o Gordon Brothers
101 Huntington Avenue, 10th Floor
Boston, MA 02199
Attn: Tanya Hill**

Following is information for the wire transfer into DJM's bank account:

ACCOUNT NAME:	DJM ASSET MANAGEMENT, LLC
ACCOUNT NUMBER:	0000546-10710
BANK NAME:	BANK OF AMERICA
BANK ADDRESS:	100 FEDERAL STREET BOSTON, MA 02110
ABA NUMBER:	026009593
SWIFT NO:	BOFAUS3N